



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 03-25100000-A**

**MOTOR VEHICLES**

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# Section 1 Introduction

## 1.1 Bid

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing an Invitation to Bid (ITB) to replace the current State Term Contract (STC) for Motor Vehicles, **No. 25100000-16-1**.

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.

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Application. Bidders interested in submitting a response or bid should comply with all of the terms and conditions described in this ITB. Information about submitting a response or bid can be found in Instructions to Bidders, section 2 of this solicitation.

## 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated average annual spend volume of approximately \$42 million dollars for State Agencies. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract.

## 1.3 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, General Contract Conditions and [PUR 1001](#) are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

### 1.3.1 Accessories

A subordinate or supplementary part, object, or the like, used mainly for convenience, attractiveness, safety, etc. to improve capability.

### 1.3.2 Bidder

The entity supplying a bid to this solicitation.

### 1.3.3 Commodity(ies)

As defined in section [287.012, Florida Statutes](#).

### 1.3.4 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.

### 1.3.5 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 Standard Model Vehicle.

**1.3.6 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".

**1.3.7 Contract**

The agreement that results from this competitive procurement between the Department and the Contractor.

**1.3.8 Contractor(s)**

The Vendor that has been awarded and contracts to provide motor vehicles, which meet the requirements, specifications, terms, and conditions herein, to State Agencies and Eligible Users.

**1.3.9 Customer(s)**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.10 Dealer(s)**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part.

**1.3.11 Eligible User**

As defined in Rule 60A-1.001, Florida Administrative Code.

**1.3.12 EPA / Industry Class**

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and its carrying capacity.

**1.3.13 Group**

A series of Commodities with applicable Commodity Codes which are described in Section 3.2, Commodity Specifications and Standards.

**1.3.14 Identified Aftermarket Option(s)**

A new and unused component, feature, or configuration specified by the Department as equipment for the Standard 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 Standard Vehicle Representative Model by the awarded Contractor.

**1.3.15 Implements**

A tool, utensil, or other piece of equipment, especially used for a particular purpose.

**1.3.16 Manufacturer/ Brand**

The original producer or provider of Motor Vehicles responsive to this solicitation.

#### 1.3.17 **Manufacturer's Last Order Date**

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.

#### 1.3.18 **MSRP**

An acronym for the Manufacturer's Suggested Retail Price (MSRP). It represents the Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual and/or customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

#### 1.3.19 **MSRP List**

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website, and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

#### 1.3.20 **Net Price**

The final price after deducting all discounts and rebates.

#### 1.3.21 **Non-Identified Aftermarket Option(s)**

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

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

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

#### 1.3.23 **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. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Standard Equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

#### 1.3.24 **OEM Options MSRP Credit**

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

#### 1.3.25 **Replacement Parts**

A Motor Vehicle Manufacturer's new and unused component substituted to replace a defective component.

#### 1.3.26 **Representative Model, Standard Model(s), Standard Vehicle(s), Motor Vehicle(s), or Vehicle(s)**

A Department specified commodity, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein 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 version of the Commodity.

#### 1.3.27 **State Term Contract (STC)**

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

#### 1.3.28 **Sub-Group**

A specific series of equipment within a Group which are described in **Attachment D**, Price Sheet.

#### 1.3.29 **UNSPSC**

An acronym for the United Nations Standard Products and Services Code.

#### 1.3.30 **Vendor(s)**

An entity that is in the business of providing a Commodity or service similar to those listed within this solicitation. Also known as manufacturers, dealers, distributors or wholesalers. All Bidders must have a current and active registration with the Department of State.

### 1.4 **Term**

The initial term of the Contract shall be two (2) years with the option of renewal for a period that may not exceed 2 years or the term of the contract, whichever period is longer. The contract may be renewed in whole or in part for a period that shall not exceed the renewal years, at the renewal pricing outlined in section 3.25.

### 1.5 **Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.6, Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (format approved by the Department) submitted by the Contractor, and any additional documentation (as required).

### 1.6 **Timeline of Events**

Bidders shall become familiar with the Timeline of Events, **Attachment A**. 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 shall be made through an addenda

to the solicitation and noticed on the [Vendor Bid System](#) and within the [MFMP Sourcing Application](#).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING APPLICATION'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE.** The MyFloridaMarketPlace Sourcing Application's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

**It is strongly recommended to submit your bid as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your bid.**

### **1.7 Order of Precedence for Solicitation**

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

1. Addenda to Solicitation, if used (in reverse order of issuance)
2. Scope of Work (Section 3 of the ITB)
3. Price Sheet(s)
4. General Contract Conditions
5. PUR 1001, General Instructions to Bidders
6. ITB and ITB Attachments (not incorporated in addenda)

### **1.8 Procurement Officer**

The Procurement Officer is the sole point of contact for information regarding this solicitation from the date of release of the solicitation until the contract award is made and on the VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:  
Ashley Balkcom  
Associate Category Manager  
Florida Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: (850) 488-0050  
Email: [Ashley.Balkcom@dms.myflorida.com](mailto:Ashley.Balkcom@dms.myflorida.com)

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER\*\*\***

### **1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)**

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), Bidders to this solicitation or persons acting on their behalf may not contact 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.



### **1.10 Must, Shall, Should, Will and Is Required**

Although this solicitation uses terms such as “must”, “shall”, “should”, “will”, and “is required”, and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the state to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Bidder with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation.

### **1.11 Special Accommodations**

Any person requiring a special accommodation due to a disability shall contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

### **1.12 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 the solicitation in the MFMP Sourcing Application.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Application by the deadline listed in **Attachment A**, Timeline of Events. The Department will hold a public bid opening at the date, time and location listed in Attachment A. In accordance with the Timeline of Events, the Department will post an Agency Decision on the VBS.

#### **1.12.1 Non-Mandatory Pre-Bid Conference/MFMP Training Event**

A non-mandatory Pre-Bid Conference/MFMP training event will be held to discuss how to view and respond to solicitations in [MFMP Sourcing](#). The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional, but encouraged. Bidders may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A PDF of the presentation is available [here](#). If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the [MFMP for Vendors website](#). Public meetings conducted during the course of this solicitation are open to members of the general public, current contractors, potential contractors and all interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through the MFMP Sourcing Application. In order to submit a question, Bidders shall be registered in the MFMP Sourcing Application and have access to the “Messages” tab in the solicitation dashboard. For information about registering with the MFMP Sourcing Application, please see section 2.2, Special Instructions. Bidders who have ‘Joined’ the MFMP Sourcing Application event are able to submit questions using the MFMP Sourcing Application ‘Messages’ tab (referred to as the “Q&A Board” in PUR 1001). Questions can be submitted in the MFMP Sourcing Application until the Question

Submission Deadline listed in the Timeline of Events. Questions will not constitute formal protest of the specifications of the solicitation.

All questions submitted will be published and answered in a manner that all proposers will be able to view.

#### **1.12.3 Addenda to the ITB**

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for evaluating bids, awarding contracts, or modifying or amending any contract, a notice of protest should be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within seventy-two (72) hours after the posting of the solicitation. Please copy the Procurement Officer on such filings. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions and specifications of the solicitation.

The protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **1.12.5 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in the Timeline of Events (**Attachment A**). Bidders are encouraged, but not required, to attend.

#### **1.12.6 Electronic Posting of Notice of Agency Decision**

The Department electronically posts a Notice of Agency Decision on the VBS and the MFMP Sourcing Application for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Agency Decision remains posted for a period of seventy-two hours, not including weekends or State observed holidays. If the Notice of Award is delayed, in lieu of posting the Notice of Agency Decision, the Department may post a notice of delay and a revised date for posting the Notice of Agency Decision.

#### **1.12.7 Protest of Notice of Agency Decision**

Any Bidder desiring to protest the Notice of Agency Decision shall file a notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings. Failure to file a notice of

protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

#### **1.12.8 Firm Response**

The Department intends to award a contract within sixty (60) days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty (60) days, all bid responses shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

#### **1.13 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.

#### **1.14 Cost of Response Preparation & Independent Preparation**

The costs related to the development and submission of a response to this ITB is the full responsibility of the Bidder and is not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

#### **1.15 Taxes**

The State does not pay Federal excise or sales taxes on purchases of equipment. The State shall not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the Contract.

#### **1.16 Contract Formation**

The Department may issue a Notice of Intended Award, to successful Bidder(s), however, no Contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any purchase of Commodities, work performed, or costs incurred by Bidder for any work performed before the Contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents shall not be considered for the Basis for Award; however, these documents remain subject to the Return of Bid Contents section of this solicitation.

The General Contract Conditions (PUR 1000, 10/06) are incorporated by reference and can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

The terms of the PUR 1000, 10/06, are replaced in their entirety with the General Contract Conditions contained in Attachment P of this ITB.

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## Section 2 Instructions to Bidders

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 Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

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

### 2.2 Special Instructions

2.2.1 Section 5 of the PUR 1001 is superseded and replaced in its entirety with the following language:

**Section 5. Questions.** Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted will be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each Bidder is responsible for monitoring the Vendor Bid System for new or changing information. The Customer shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Department's contracting personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

2.2.2 Section 9 of the PUR 1001 is superseded and replaced in its entirety with the following language:

#### **Section 9. Respondent's Representation and Authorization**

In submitting a response, each respondent understands, represents, and acknowledges the following:

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Customer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
  - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Customer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Customer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Customer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

### 2.2.3 MFMP Sourcing Application

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing. The MFMP Sourcing may be accessed using the following link: [MFMP Sourcing Application](#).

### 2.2.4 MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered bidder in the MFMP Vendor Information Portal (VIP). Registered Bidders should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Bidders not currently registered with MFMP VIP must:

- a) Create an account through the MFMP VIP. The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com>
- b) Within MFMP VIP, indicate on the Solicitations page that the wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the bidder would like to provide to the state. Bidders will not receive notifications for commodities codes that are not selected.

**Note:** VBS and MFMP Sourcing Application provide automated notifications to the bidder community, as a courtesy, based on commodity codes that are tied to a bidder's registration in the MFMP VIP. Bidders with a commodity code that matches the commodity code of the MFMP Sourcing Application event will be able to 'Join' the MFMP Sourcing Application event. If a bidder does not have a matching commodity code, VBS and MFMP Sourcing Application will not provide a courtesy notification and the bidder will not be able to 'Join' the MFMP Sourcing Application event. Bidders have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect. The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends bidders set MS Internet Explorer browser to compatibility mode while using MFMP applications. More information regarding recommended internet browser settings can be found by clicking [here](#).

In order to 'Join' the MFMP Sourcing Application event bidders must:

- a) Have a current MFMP bidder registration within the MFMP VIP; and
- b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing Application.

The MFMP Sourcing Application may be accessed using the following link: [MFMP Sourcing Application](#)

### 2.2.5 MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

#### 2.2.5.1 'Preview' Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Bidders can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. The solicitation remains in 'Preview' status until the 'Open' status begins.

#### 2.2.5.2 'Open' Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Bidders who accepted the 'Bidders Agreement' in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in 'Open' status until the Bid Due Date & Time listed in the Timeline of Events.

#### 2.2.5.3 'Pending Selection' Status

The solicitation enters 'Pending Selection' status on the date listed on the Timeline of Events. When a solicitation is in 'Pending Selection' status, bidders are no longer able to submit bids in accordance with the Timeline of Events.

#### 2.2.5.4 'Completed/Awarded' Status

The solicitation enters 'Completed/Awarded' status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term 'Award' in MFMP Sourcing refers solely to system function.

### 2.2.6 MFMP Training

MFMP University offers bidder training materials on the Department's website at: <http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

[MFMP University](#) provides access to recorded online trainings on a variety of topics, including Bidder Registration and Selecting Commodity Codes.

### 2.2.7 MFMP Assistance

Bidders that need assistance using MFMP may contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### 2.2.8 Who May Respond

Bidders who have a current and active registration with the Florida Department of State, Division of Corporations; meet the qualifications, terms, and conditions of the Scope of Work; and possess the financial capability, experience, and personnel resources to



provide products and services described in this ITB, may respond to this bid. **Please Note: There should be only one bid per bidder.**

### 2.2.9 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

### 2.2.10 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing and enter all required attachments and documents electronically in the MFMP Sourcing application during this solicitation as indicated. The Department will only review bids submitted using MFMP Sourcing.

Bidders that fail to submit all required information in MFMP Sourcing may not be deemed responsive. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

### 2.2.11 Uploading Documentation

Bidders must upload an electronic copy of all required documentation via the MFMP Sourcing Application.

The following conditions apply:

In the case where the Department provides an attachment that is able to be filled in, Bidders are to download the attachment, complete it, and submit as requested.

1. **Please note:** For attachments in .pdf form, they can be edited by selecting View, Tools then fill and sign option.



2. In the case of original or signed documentation, Bidders may attach scanned copies of original documents.

3. In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single pdf attachment. Each link in MFMP will only accept a single attachment.
4. MFMP accepts files up to 20 megabytes (MB) in size.

#### 2.2.12 Contents of Bid

Submit all required attachments and documentation via the MFMP Sourcing application. Failure to submit all of the required attachments and documentation may result in a determination of Bidder non-responsiveness. Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC\_ExecutiveSummary.pdf  
JohnDoeLLC\_Attachment\_A.pdf  
JohnDoeLLC\_Attachment\_B.pdf  
JohnDoeLLC\_Attachment\_C.pdf  
JohnDoeLLC\_Attachment\_D.pdf  
JohnDoeLLC\_PriceSheet Excel (.xlsx)

### 2.3 Contents of Bid

#### 2.3.1 Mandatory Responsiveness Requirements

Please refer to **Attachment H** for all mandatory requirements. The Department will not consider Bids from Bidders that do not meet the minimum requirements.

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in the Timeline of Events or documentation as required and requested may result in disqualification of the bid. The Department will not consider late bids.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each Bidder's bid should be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

#### 2.3.2 Completed Attachments to be submitted with a Bid

Attachment B: Bidder Information Form  
Attachment C: Responsible Bidder Review Form  
Attachment D: Price Sheet (D.1 – D.6)  
Attachment E: State of Florida Drug-Free Workplace Certification (if applicable)  
Attachment H: Mandatory Requirements  
Attachment I: MSRP Certification

#### 2.3.3 Price Sheets (Attachments D.1 – D.6)

Bidders shall download **Attachments D.1 – D.6** Price Sheets, complete and upload in Excel via the MFMP Sourcing Application. Each of the Commodity Code Groups

provided in the Price Sheets contains a unique link to the specification for the Representative Models within that specific Commodity Code Group.

**2.3.3.1** Attachment D consists of six (6) separate Commodity Code Group Price Sheets, 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:

**2.3.3.1.1** Attachment D. 1 Police Vehicles

**2.3.3.1.2** Attachment D. 2 Automobiles or Cars

**2.3.3.1.3** Attachment D. 3 Mini-Vans or Vans

**2.3.3.1.4** Attachment D. 4 Light Trucks and Sport Utility Vehicles; this price sheet contains three separate sub-group tabs: Sport Utility Vehicles, Trucks Under One Ton, and One Ton Trucks

**2.3.3.1.5** Attachment D. 5 Product and Material Transport Vehicles

**2.3.3.1.6** Attachment D. 6 Passenger Motor Vehicles

**2.3.3.2** 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 of the six (6) separate Commodity Code Group Price Sheets should include the information below, where applicable:

**2.3.3.2.1** Sub-Group<sup>1</sup>,

**2.3.3.2.2** EPA/ Industry Class<sup>2</sup>,

**2.3.3.2.3** Manufacturer/ Brand<sup>3</sup>,

**2.3.3.2.4** Line Number,

**2.3.3.2.5** Representative Model<sup>4</sup>,

**2.3.3.2.6** Alternate Fuel Capability<sup>5</sup>,

**2.3.3.2.7** Organization Name<sup>6</sup>,

**2.3.3.2.8** Standard Vehicle Price (\$##,###.00)<sup>7</sup>

**2.3.3.2.9** OEM Options Discount (##%)<sup>8</sup>,

**2.3.3.2.10** Calculated Price<sup>9</sup>

Note: Automatically calculated per section 2.6;  
Basis of Award,

**2.3.3.2.11** Estimated Lead-Time in Days (###)<sup>10</sup>, and

**2.3.3.2.12** Up to twelve (12) Identified Aftermarket Options<sup>11</sup> (of various descriptions) Price (\$##,###.00).

Note: Aftermarket options are not authorized on all Representative Models. Fields will be blocked out where the field does not apply.

**2.3.3.2.13** Required Aftermarket Option<sup>12</sup>

**2.3.3.3** Review and follow the Instructions and General Information as provided in the Price Sheets. The Bidder is required to supply accurate and complete information.

**2.3.3.3.1** The bright yellow cells on the Price Sheets, automatically calculate the prices (Calculated Price<sup>9</sup>) for each Representative Model, OEM Options Discount, and Required Aftermarket Options, where applicable, which the Department will use in selecting Contractors for award in accordance with section 2.6; Basis of Award. The Calculated Price<sup>9</sup> should be displayed in orange cell corresponding with the Representative Model.

**2.3.3.3.2** The light yellow cells on the Price Sheets are where the Bidder must enter the information for: Organization Name, Estimated Lead Time in Days, Identified Aftermarket Options, and Required Aftermarket Options (if applicable).

**2.3.3.4** When entering a bid for a Representative Model, complete all applicable fields including OEM Options Discount, Identified Aftermarket Options, and Required 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).

**2.3.3.5** When entering a bid for a Representative Model, enter a value of zero dollars and zero cents (“\$0.00”) where the bid does not include prices for an associated OEM Options Discount and/or prices for any associated and/or Identified Aftermarket Options, or the bid for that Representative Model may be rejected as non-responsive. Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options without bidding the associated Base Vehicle Price may be rejected as non-responsive.

**2.3.3.6** All bids will be to provide the Standard Representative Models. All prices must be in U.S. Dollars, whole (\$USD; e.g., \$99,999.00) price ranges will not be accepted. All discounts must be a whole percentage with no decimal place (%; e.g., 15%). All numbers must be a positive in standard numerical format (e.g. ##,###). Bidder's initial bid prices shall be used for both the initial and renewal contract terms. The price for each year for which the Contract may be renewed shall be calculated using the Bidder's initial submitted bid prices and subsequent price adjustments contemplated in Section 3.20.

#### 2.3.4 **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, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in the Timeline of Events or documentation as required and requested may result in disqualification of the bid.

#### 2.3.5 **Other Required Information**

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

The Bidder must have a current and active registration with the Department of State which authorizes the company to do business in the state of Florida. The Bidder will submit evidence of current or active registration in .pdf format. NOTE: Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. All Bidders must be eligible to do business with the State of Florida and be registered with the Department of State. Evidence of Authorization will be submitted in .pdf format. Website: [www.sunbiz.org](http://www.sunbiz.org).

##### **2.3.5.2 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 in accordance with section 287.084, Florida Statutes, 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.

##### **2.3.5.3 Supporting Documents**

Submit the following Supporting Documents with a Bid:

**MSRP List:** If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in section 1.3.19), the Bidder shall provide a list(s) of vehicles to the Department that are pending price publication. With the bid, provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.19) by Representative Model(s) for each Group (including Sub Groups) and Manufacturer or Brand Name bid under **Attachment D**, Price Sheet. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer or Brand Name).

**The MSRP List shall include the Manufacturer's Model Number, Manufacturer's Item Description, and MSRP for each of the Manufacturer or Brand Name and Group's applicable Standard Equipment and Identified Aftermarket Options. The MSRP List shall include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer or Brand Name, MSRP List Name, and MSRP List Date.**

For each Representative Model submitted with a bid, complete a MSRP Certification (**Attachment I**) from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

The Supporting Documents should be uploaded to the Department with a bid. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

### **2.3.6 Additional Documentation**

The Bidder shall be prepared to submit the following documents if awarded a contract:

#### **2.3.6.1 Florida Substitute Form W-9**

**If awarded a contract and prior to contract execution**, bidder must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>

#### **2.3.6.2 Preferred Pricing Affidavit (Attachment F)**

**If awarded a contract and prior to contract execution**, the Bidder agrees to submit the completed Preferred Pricing Affidavit to the Department at least annually.

#### **2.3.6.3 Savings/Price Reduction PUR 7064 (Attachment G)**

**If awarded a contract and prior to contract execution**, the Bidder agrees to submit a completed PUR 7064 to demonstrate the percent (%) savings in pricing offered compared to the MSRP List or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. The Bidder also agrees to submit a completed PUR 7064 within 10 business days after any price adjustment.

#### **2.3.6.4 Price Quote Form (PQF) (Attachment J)**

**If awarded a contract**, the Bidder agree to submits to a Customer a price quote for the requested vehicle(s) using the Price Quote Form (Attachment J) pursuant to section 3.12 herein.

#### **2.3.6.5 Contractor Acknowledgement Form (Attachment K)**

**If awarded a contract**, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (Attachment K) to notify the Customer of receipt of Customer's PO pursuant to section 3.13 herein.

#### **2.3.6.6 Sample Price/Model Update Form (Attachment M)**

**If awarded a contract**, the Bidder agrees to provide the Department with a complete Price / Model Update Form (**Attachment M**) for any request for price adjustment to be reviewed by the Department pursuant to section 3.19 herein.

#### **2.3.6.7 Quarterly Sales Report (Attachment N)**

**If awarded a contract and prior to contract execution**, an authorized representative of the Bidder will be required to complete and submit a Quarterly Sales Report to the Department's Contract Manager within ten business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

#### **2.3.6.8 Affidavit of No Offshoring (Attachment Q)**

**If awarded a contract and prior to contract execution**, the Bidder agrees to submit the completed Affidavit of No Offshoring to the Department at least annually pursuant to the General Contract Conditions, Attachment P.

### **2.4 Alternate Bids**

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group (including Sub-Groups) per Representative Model. The Department seeks each Bidder's single-best response for each Representative Model Manufacturer or Brand Name per Group.

### **2.5 Consideration of Bids**

The Department shall consider responsive bids. 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. The Department reserves the right to determine which Bids meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

### **2.6 Basis of Award**

The Contract(s) shall be awarded to the responsive, responsible Bidder(s) that submits the lowest calculated price for each individual Representative Model including, if applicable, OEM Options and Identified Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one bid for each individual Representative Model. All submitted bid prices and discounts must be submitted as a definitive number; no price ranges will be accepted. 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 three Bidders for each individual Representative Model if the calculated price of the Bidder is less than or equal to (3%) of the lowest calculated bid. 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.

2.6.1 **Commodity Code 25101702, Police Vehicles;**

2.6.1.1 Sub-Group A: Police Pursuit Automobile, Marked, all lines;

Shall be calculated as follows:

**Formula:  $S + ((S \times 0.10) \times (1 - D)) + A_R = \text{Calculated Price}$**

Where:

**S =** Standard Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

**D =** OEM Options Discount offered. Note: All Discounts must be a positive percentage with no decimals (e.g., 99%) **and ranges will not be accepted.**

**A<sub>R</sub> =** Required Identified Aftermarket Option Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

*Note: The Required Identified Aftermarket Option is contained in the first column to the left of the calculated price column in the Price Sheets.*

2.6.2 **Commodity Code 25101702, Police Vehicles;**

2.6.2.1 Sub-Group B Police Pursuit Automobile Unmarked, all lines;

2.6.2.2 Sub-Group C Police/Special Service Sport Utility Vehicle, 2 WD, all lines;

2.6.2.3 Sub-Group D Police/Special Service Sport Utility Vehicle, 4 WD [Including All Wheel Drive ("AWD"), all lines;

2.6.2.4 Sub-Group E Police/Special Service Truck, 2 WD, all lines;

2.6.2.5 Sub-Group F Police/Special Truck, 4 WD [Including All Wheel Drive ("AWD"), all lines;

Shall be calculated as follows:

**Formula:  $S + ((S \times 0.08) \times (1 - D)) + A_R = \text{Calculated Price}$**

Where:

**S =** Standard Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

**D =** OEM Options Discount offered. Note: All Discounts must be a positive percentage with no decimal (e.g., 99%) **and ranges will not be accepted.**

**A<sub>R</sub> =** Required Identified Aftermarket Option Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

*Note: The Required Identified Aftermarket Option is contained in the first column to the left of the Calculated Price column in the Price Sheets.*



### 2.6.3 Commodity Code Group Nos.:

**2.6.3.1** 25101702; Police Vehicles; Sub-Group G; all lines

**2.6.3.2** 25101503; Automobiles or Cars; Sub-Group A; all lines

**2.6.3.3** 25101505; Mini-Vans or Vans; Sub-Groups A, B, and C; all lines

**2.6.3.4** 25101500; Passenger Motor Vehicles; Sub-Group A; all lines

Shall all be calculated as follows:

**Formula:  $S + ((S \times 0.025) \times (1 - D)) = \text{Calculated Price}$**

Where:

**S =** Standard Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

**D =** OEM Options Discount offered. Note: All Discounts must be a positive percentage with no decimal (e.g., 99%) **and ranges will not be accepted.**

### 2.6.4 Commodity Code Group Nos.:

**2.6.4.1** 25101507; Sport Utility Vehicles and Light Trucks; Sub-Groups A, B, C, D, E, F, G, and H; all lines

**2.6.4.2** 25101600; Product and Material Transport Vehicles; Sub-Groups A, and B; all lines

Shall all be calculated as follows:

**Formula:  $S + ((S \times 0.05) \times (1 - D)) = \text{Calculated Price}$**

Where:

**S =** Standard Vehicle Price offered. Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00) **and ranges will not be accepted.**

**D =** OEM Options Discount offered. Note: All Discounts must be a positive percentage with no decimal (e.g., 99%) **and ranges will not be accepted.**

## 2.7 Disqualification

Bids that do not conform in all material respects to the requirements, specifications, terms, and conditions of the solicitation may be rejected as non-responsive. The Department reserves the right to determine which Bidders are responsive and responsible.

## 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 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.

*Note: All Calculated Prices of \$0.00, showing error codes, or that do not include the Standard 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.*

## **2.9 Public Records**

The following section supplements section 19 of the [PUR 1001](#). All materials submitted as part of this ITB will be a public record subject to the provisions of chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of Bids pursuant to subsection 119.071(1)(b), Florida Statutes. Selection or rejection of a Bid does not affect the public record status of the materials. 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, Florida Statutes, the Florida Constitution or other authority, Bidder should submit an unredacted copy and simultaneously provide the Department with a separate redacted copy of its response, identifying the applicable content 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 should contain the Department’s solicitation name, number, and the Bidder’s name on the cover, and should 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. This submission must be made no later than the Bid submittal deadline.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department should provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department should 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, Florida Statutes, 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 should give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder should be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

The Department is not obligated to agree with a Bidder’s claim of exemption and, by submitting a Bid, the Bidder agrees to defend its claim that each and every portion of the redaction is exempt from inspection and copying under Florida’s Public Records Law. 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. The Bidder exclusively bears the burden of complying with this subsection to ensure its exempt information is appropriately marked.

## Section 3 Scope of Work

### 3.1 Scope

Purchases under this agreement will meet the needs of State Agencies and Eligible Users in the performance of the respective entities' core responsibilities. Contractors shall provide new and unused Motor Vehicles in accordance with the specifications contained herein. The Motor Vehicles Commodities (including the Standard Model and Sub-Groups; Identified Aftermarket Option(s) associated offered under the Contract) shall be classified under six Groups, which are listed and described as follows:

Group No.	Group	UNSPSC	Specification
1	<b>POLICE VEHICLES</b>	25101702	
	Sub-Group A: Police Pursuit Automobile, Marked		<a href="#">Specification</a>
	Sub-Group B: Police Pursuit Automobile, Unmarked		<a href="#">Specification</a>
	Sub-Group C: Police/ Special Service Sport Utility Vehicle, 2WD		<a href="#">Specification</a>
	Sub-Group D: Police/ Special Service Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		<a href="#">Specification</a>
	Sub-Group E: Police/ Special Service Truck, Under One Ton, 2WD		<a href="#">Specification</a>
	Sub-Group F: Police/ Special Service Truck, Under One Ton, 4WD [Including All Wheel Drive ("AWD")]		<a href="#">Specification</a>
	Sub-Group G: Police Pursuit Motorcycle, On-Road		<a href="#">Specification</a>
2	<b>AUTOMOBILES OR CARS</b>	25101503	
	Sub-Group: Automobile		<a href="#">Specification</a>
3	<b>MINIVANS OR VANS</b>	25101505	
	Sub-Group A: Van, Passenger		<a href="#">Specification</a>
	Sub-Group B: Van, Cargo		<a href="#">Specification</a>
	Sub-Group C: Van, Cutaway, 2WD		<a href="#">Specification</a>
4	<b>LIGHT TRUCKS AND SPORT UTILITY VEHICLES</b>	25101507	
	Sub-Group A: Sport Utility Vehicle, 2WD		<a href="#">Specification</a>
	Sub-Group B: Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		<a href="#">Specification</a>
	Sub-Group C: Truck, Under One Ton, Pickup, 2WD		<a href="#">Specification</a>
	Sub-Group D: Truck, Under One Ton, Pickup, 4WD		<a href="#">Specification</a>
	Sub-Group E: Truck, One Ton, Pickup, 2WD		<a href="#">Specification</a>
	Sub-Group F: Truck, One Ton, Pickup, 4WD		<a href="#">Specification</a>
	Sub-Group G: Truck, One Ton, Chassis-Cab, 2WD		<a href="#">Specification</a>
	Sub-Group H: Truck, One Ton, Chassis-Cab, 4WD		<a href="#">Specification</a>
5	<b>PRODUCT AND MATERIAL TRANSPORT VEHICLES</b>	25101600	
	Sub-Group A: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 2WD		<a href="#">Specification</a>
	Sub-Group B: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 4WD		<a href="#">Specification</a>
6	<b>PASSENGER MOTOR VEHICLES</b>	25101500	
	Sub-Group A: Low-Speed Vehicle (LSV) or Neighborhood Electric Vehicle (NEV)		<a href="#">Specification</a>

The Contract is intended to cover only those motor vehicles generally used by the State of Florida as listed and described herein, and does not include all varieties of motor vehicles that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

**The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price list.**

**3.2 Commodity Specifications and Standards**

The Commodity, Representative Model, and OEM Option Specifications and Standards are based on the available information known to the Department at the time of solicitation, including the known needs of Eligible Users and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Option specifications were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall Base Vehicle Specifications; except as modified or noted herein. Any conflict between the Department Specifications and Standards and the Manufacturer's specifications will be resolved in favor of the Department Specifications and Standards.

All Commodities, including all Standard Vehicles; OEM Options, Identified Aftermarket Option(s) and their respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.15, Transportation and Delivery), and installed to be fully suitable for their intended use, purpose, and service;
2. All Commodities shall be new and unused (except as specified in section 3.15, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage, defect, and / or rust which may affect appearance, operability, functionality, or serviceability;
6. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the motor vehicle and mobile equipment industry;
7. All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle and mobile equipment requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Standard Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion shall determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is permissible and/or acceptable. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

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

All Representative Models, OEM Options, and 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:

- 3.3.1 If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or
- 3.3.2 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.

**3.4 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:

- 3.4.1 Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, Spyker, Tesla and Volvo.
- 3.4.2 Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.
- 3.4.3 Leather upholstery (seats or interior), sunroofs and moon roofs.

### **3.5 Installation**

Where installation is required, the Contractor shall inform the Customer upon receipt of order of additional charges for installation of Non-Identified Aftermarket Options. Contractor shall be responsible for placing and installing the product in the required locations at no additional charge for Identified Aftermarket Options. All materials used in the installation shall be of good quality and shall be free of damage or defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Contractor shall protect the vehicle and installation site from damage and shall repair damages or injury caused during installation by the Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

#### **3.5.1 Body Transfer and 3<sup>rd</sup> Party Body Installations**

In the event the Customer chooses to purchase a cab and chassis, or cutaway van separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection and ensure all proper tag and title documents are present pursuant to State of Florida license requirements. The final Manufacturer of the vehicle must certify that the installation or body transfer conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the standard vehicle price; however, an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration; however, the installation price shall be included on the PQF form from the Contractor.

### **3.6 Full Service Repair Facilities**

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the contract term at no additional cost to Customer. Contractors must complete the Bidder Information Form (**Attachment B**) included in Section 4 of this ITB, and must maintain that document throughout the Contract term. The Contractor shall promptly notify the Department in writing of any changes thereto. The Contractor shall be responsible for all repair services performed, regardless of whether the Contractor or their approved dealer actually performed the service.

This solicitation and the resulting contract do not include “after warranty” service agreements. However, the Contractor may offer eligible Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires, but not as a term of this Contract. The Contractor should list this additional service as a separate item on the invoice.

### **3.7 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (“FMVSS”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and

contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and/or State of Florida regulations regarding the Commodities and contractual services' specifications, safety, and environmental requirements, including any legislation and/or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of commodities and contractual services provided. If an apparent conflict exists, the Contractor and Dealer shall contact the Contract Manager immediately.

### **3.8 Acceptable Publications**

The Department may request and the Contractor 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:

1. Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or a Department approved equivalent);
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 (see definition 1.3.17, MSRP)
3. Manufacturer's Standard Warranties;
4. Autodata, Inc. d/b/a Chrome Data's PC Carbook applications, PC Carbook Plus, and Carbook Pro Fleet Edition; and
5. The Manufacturer's official fleet or retail websites.

During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to 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.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions of the Contract.

### **3.10 Warranty**

The Manufacturer's standard warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Final Inspection and Acceptance, as set forth in Section 3.16, and shall begin only at the time of Acceptance by the Eligible User.

If the Manufacturer's standard warranty conflicts with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall

prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer standard warranty terms and conditions.

### **3.11 Recall(s)**

In the event there is a recall of any of the Commodities, any of its components or any parts of the standard vehicle ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor, at its own cost, shall ensure defective Recalled Equipment is rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

### **3.12 Manufacturer's Last Order Date, Production Notification, and Vehicle Change**

The Contractor shall notify the Department of a contracted Vehicle Manufacturer's Last Order Date in writing (email) and shall be 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 gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify, by email or telephone, the Contract Manager no later than the next business day following Contractor receiving notice of the Last Order Date from the Manufacturer. 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 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 include the Manufacturer's Last Order Date in the completed Acknowledgement of Order Form provided to Customer in accordance with Section 3.14. Upon receipt of the required telephone notification and/or the 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, the new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

If the Contractor wishes to replace any awarded vehicle they are currently awarded on the Contract with another vehicle or new model year of the awarded Commodity due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (**Attachment M**), the intended replacement vehicle or model year of the awarded Commodity 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 lower than current Price. While vehicle updates or replacements may be offered at any time during the contract duration, price updates shall be submitted in accordance to section 3.20. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will accept or reject the intended replacement vehicle offered. If the Department rejects 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 for that vehicle.

### **3.13 Ordering Instructions**

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

#### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes, Limitation on classes of motor vehicles procured. Agencies and Eligible Users of this Contract shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in this contract prior to requesting the Contract Price Quote Form (PQF) (**Attachment J**). The Customer is encouraged to seek more than one quote from the identified awarded contractors of the vehicle, where available.

#### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Agency or Eligible User a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment J**). 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 Contractor and returned to the Customer within two (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 "Non-Identified Aftermarket Options" ordered by the Customer.

#### **3.13.3 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 L**). The Customer shall submit a completed MSRP List, Attachment L, along with the PQF completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

#### **3.13.4 Purchase Order**

The Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF. All orders submitted by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by 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:

**3.13.4.1** Under the Contract, State Agencies and Eligible Users may only place and Contractors shall only accept Purchase Orders for Vehicles the Contractor is awarded. Eligible Users are responsible for including the following information on and with the Purchase Order, for each Vehicle ordered:

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

**3.13.4.1.2** Contractor Information from the Ordering Instructions

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

**3.13.4.1.4** Representative Standard Model Vehicle Information: Commodity Code and Line Number, standard description, and price; 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 the Ceiling Prices Section and the Charges and Fees Section). State Agencies must include a copy of the applicable Price Quote Form and accompanying OEM Option MSRP List with any submitted Requisition.

**3.13.4.1.5** Identified Aftermarket Option Information (if applicable, individually listed): Identified Aftermarket Option Description and Identified Aftermarket Option Price [per sections Ceiling Prices and Charges and Fees];

**3.13.4.1.6** New License Plate Fee (if applicable, per Commodities Title and Registration Section); and

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

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

- 3.13.4.2** 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.
- 3.13.4.3** Contractor shall honor all Purchase Orders received during the Contract period and which precede the Manufacturer's Last Order Date 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
- 3.13.4.4** Contractor, from receipt of the Purchase Order until Delivery is made to the Customer, shall promptly notify the Customer of any potential delivery delays. Additionally, the Contractor must promptly advise the Customer if their order may not be delivered prior to the end of the Customer'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.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment K**) 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.

#### **3.14.1 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 email the fully completed Acknowledgement of Order Form (**Attachment K**) to the Customer's 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 Acknowledgement of Order Form:

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

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

**3.14.1.3** The OEM and Identified Aftermarket Option(s) in their possession, if applicable;

**3.14.1.4** Production Cutoff Notification as per section 3.12.

Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with section 3.21, Standard Equipment Net Prices; OEM Options, Accessories, and Implements Net Prices; and OEM and Replacement Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be Free on Board (FOB) Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from a Manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order, unless otherwise agreed to by the Customer.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

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' written 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 unless previously arranged and approved by the Customer.

Deliveries of awarded new Vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with less than two hundred fifty (250) 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 two hundred fifty (250) odometer miles at delivery may be rejected or \$0.50 per mile in excess of two hundred fifty (250) odometer miles may be deducted from the invoice and payment owed to Contractor. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled Motor Vehicle Commodities delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

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:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
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 Vehicles shall be delivered with each of the following applicable documents completed and included:

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

**Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customer may be cause for default proceedings and / or Contract termination.**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

### **3.16 Final Inspection and Acceptance**

The Customer, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Customer shall compare the physical commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; purchase order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the commodity received

meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Customer shall inspect the commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the commodity. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the commodity, per section 3.15 of the Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the commodity is undamaged and meets the contract requirements, specifications, terms, and conditions. Should the delivered commodity be damaged or differ in any respect from the contract requirements, specifications, terms, and/or conditions, payment shall be withheld until such time as the Contractor completes the required Customer approved corrective action.

Should the commodity require service or adjustments as part of the Customer approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Customer. The commodity shall not be accepted until all service and / or adjustments are satisfactory and the commodity 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.

### **3.17 Commodity Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Commodity(ies) supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Standard Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Customer are fully compatible with each other. The Contractor's acceptance of the Customer's Purchase Order shall indicate that the Contractor agrees to deliver Commodity(ies) that are fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Standard Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to do one of the following:

- Install or repair the Standard Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components;
- Replace the Standard Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Standard Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Customer.

**Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor are to be accomplished at the Contractor's expense.**

### **3.18 Commodities Title and Registration**

Applicable awarded Vehicles delivered under the Contract shall be titled and registered by the Contractor for the Customer 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 Customer 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, per section 3.14. However, the Customer shall 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 at the time of delivery.

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

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate. Additional fees may apply.

- The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Eligible User's Purchase Order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.

### **3.19 Deletions**

During the Contract Term, the Department shall have the right to delete requested Commodities, Groups, Representative Models, or Manufacturer or Brand Names to or from this agreement by removing them from the Price Sheets, **Attachment D**. Commodities, Groups, or Manufacturer or Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

### 3.20 Price Adjustment

Prices may be adjusted annually with the introduction of new year models and any correlating Identified Aftermarket Options based on the average percent change of the Producers Price Index (PPI) between the months of September and October for the prior five years. For vehicles that do not introduce new year models, a price adjustment will be considered, if requested during the renewal term. All requests must be submitted by the Contractor to the Contract Manager between September 1 and October 31 of each year. Price adjustments will be based off the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Groups	Industry Code	Industry
1: Sub-Groups A & B; 2	3361103361101	Passenger cars and chassis
1: Sub-Group G	3369913369913	Motorcycles, including three-wheel motorbikes, motor scooters, mopeds, and parts
1: Sub-Groups C, D, E, F; 3, 4, 5	3361103361102	Trucks, truck tractors, & bus chassis 14,000 lb or less. Incl. minivans, & suvs
6	3369993369991	Self-propelled golf carts and industrial in-plant personnel carriers and parts

When requesting a price adjustment, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request.

The requested adjustment for a price change may not exceed the average percent change of the PPI between the months of September and October for the prior five years.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2012	129.8	131.6	1.39%
2013	127.9	131.6	2.89%
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
<b>5 Year Average</b>			<b>2.47%</b>

(Current year Standard Vehicle Price) X (5 Year Average /100) = Price Adjustment

\$20,000 x .0247 = \$494 Increase  
 \$20,000 + \$494 = \$20,494 New adjusted price

The Contractor must complete Price / Model Update Form (**Attachment M**) to have the price adjustment processed. The Department reserves the exclusive right to accept or reject any request for price adjustment. Any price adjustment exceptions must be prior approved by the



Department. Requests for price adjustment exceptions must be submitted to the Contract Manager and must include supporting documentation for justification. For any price adjustment exception which exceeds the average percent change of PPI, an increase may be considered by submitting the revised MSRP. Revised pricing adjustment exceptions will be calculated by applying the same percentage discount off MSRP as submitted in original bid. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

### **3.21 Ceiling Prices**

The Representative Standard 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, shall be the not-to-exceed Ceiling Prices under the Contract.

#### **3.21.1 Charges and Fees**

In addition to total profit, the Ceiling Prices established for the Standard Model 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:

**3.21.1.1** Administrative

**3.21.1.2** Environmental

**3.21.1.3** Title Application and Registration

**3.21.1.4** Plate Transfer

**3.21.1.5** Preparation

**3.21.1.6** Handling

**3.21.1.7** Freight

**3.21.1.8** Shipping

**3.21.1.9** Delivery to any point within the State of Florida

**3.21.1.10** Warranty

**3.21.1.11** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes.

**3.21.1.12** Installation (For Identified Aftermarket Options and OEM).

### **3.22 OEM Options Discount**

The discount percentage, listed for the Representative Model's OEM Options, should 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%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP x (1-10% 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 stated as the MSRP list price, with the OEM Option Discount applied.

#### Example:

Vehicle H specification includes a tool box. If the Customer decides they do not want the tool box, that option can be removed. If the MSRP on the toolbox is \$200 and the overall OEM Option Discount for this awarded item to the State is 10%, the following equation would be used:

$\$200 \text{ (MSRP)} \times (1-10\% \text{ OEM Option Discount}) = \$ \text{ STC Credit for Truck Tool Box}$

$\$200 \text{ (MSRP)} \times (.90\% \text{ STC Price}) = \$180 \text{ STC Credit for Truck Tool Box}$

The Contractor would subtract/apply the STC credit of \$180 for the Tool Box from the Awarded Contract Price. In this example, the truck's awarded contract price is \$30,000:

$\$30,000 \text{ (Truck's Awarded Contract Price)} - \$180 \text{ (Tool Box Credit)} = \$29,820 \text{ STC Price for Truck minus the Tool Box}$

The Contractor would then provide this price to the Customer on the PQF Form (**Attachment J**).

### **3.23 Routine Communications**

All routine communications and reports related to this STC shall be addressed to the Department Contract Manager. Contractors shall be required to update the Bidder Information Form (**Attachment B**) and submit to the Department with any changes. Communications relating to a specific order shall be addressed to the contact person identified in the purchase order or contract manager. Written communications may be by e-mail, regular mail, or other reliable delivery service.

### **3.24 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 Florida Statutes, 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 may be grounds for contract termination or nonrenewal of the contract.

### **3.25 Renewal**

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 2 years or the term of the contract, whichever period is longer. The renewal price shall be calculated based on the Contractor's initial Contract term price and adjusted pursuant to Section 3.20, Price Adjustment. The renewal shall be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

### **3.26 Gifts**

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

### **3.27 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 shall 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 shall not limit the Department's termination rights.

### **3.28 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 section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, 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, or the Scrutinized Companies that Boycott Israel List, or been engaged in business operations in Cuba or Syria during the term of the Contract.

### **3.29 Business Review Meetings**

The Department reserves the right to schedule business review meetings with Contractor as frequently as necessary. The Department will provide the format for the business review meeting's agenda to Contractor. 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 Contractor being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

### **3.30 Manufacturer as the Contractor**

If the Contractor is the Manufacturer (not a Dealer) of the Commodities awarded, the Contractor 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 registration in the State of Florida [Vendor Registration System](#).

The Manufacturer, as Contractor, is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract, including ensuring compliance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract from those Dealer(s) the Manufacturer includes 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.

### **3.31 Performance Qualifications**

The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the Contract.

Contractor shall be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of the Contractor for the production, distribution, and servicing of the Commodities. If the Department determines that the conditions of the solicitation documents are not complied with, or that the equipment or parts

proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the response or terminate the Contract. Contractor may be disqualified from receiving awards if Contractor, or anyone in Contractor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Contractor is not relieved from fulfilling all Contract requirements.

### **3.32 Contract Reporting**

#### **3.32.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay the required Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) business 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 training presentations available on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com), or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

#### **3.32.2 Contract Quarterly Sales Report (Contract Deliverable)**

The Contractor agrees to submit a Quarterly Sales Report, **Attachment N** to the DMS Contract Manager in the format to be provided by the Contract Manager ten (10) business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30). Additional changes may be requested and implemented by the DMS Contract Manager after award and during the life of the Contract.

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity.

Failure to provide quarterly sales reports, within ten (10) business days following the end of each quarter (January, April, July, and October) may result in the Contractor being found in default and may cause termination of the Contract. Quarterly submissions of the Quarterly Sales Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed reports and send by email to the Contract Manager.

In addition, the Department may require additional Contract sales information such as: copies of PQF's, purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

### 3.32.3 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).

The Contractor shall report to each Customer (ordering entity) spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized by Contractor during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

### 3.32.4 Preferred Pricing Affidavit Requirement (Attachment F)

Upon Contract execution, the Department shall provide the Preferred Pricing Affidavit, (**Attachment F**), for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing offer provision in section 3.2 of the General Contract Conditions. The Contractor agrees to submit to the Department, upon Contract execution and at least annually thereafter, the completed Preferred Pricing Affidavit.

### 3.32.5 Savings / Price Reductions (Attachment G)

Contractor shall submit one (1) accurately completed Savings / Price Reductions PUR 7064 Form (**Attachment G**) with their Bid containing the required savings information for each UNSPSC Code with associated Related Services offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions Form shall not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions PUR 7064 Form shall be submitted to the Department per section 2.3.6.3 of the solicitation.

The contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Quarterly Sales Report	State Fiscal Quarter	10 business days after close of the period
PUR7064-Savings/Reductions Form ( <b>Attachment G</b> )	Required upon contract award, prior to contract execution and if any price adjustments	Prior to contract execution and 10 business days after any price adjustment
Diversity Report	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit ( <b>Attachment F</b> )	Annual	Upon Contract execution and Contract anniversary date

Ad hoc Report	As requested	Specific and reasonable timeframe
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**3.33 Deliverables/Financial Consequences**

The Contractor is required to meet the deliverables listed. Failure to meet the specified deliverable(s) per occurrence will result in the financial consequences to the State as shown in the chart below.

Deliverables (reports outlined above)	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required reports	\$0	\$500	\$500	\$1,000	\$2,000	\$3,000

\*If the Contractor fails to meet the deliverables five or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

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## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Bidder Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Price Sheet</b>
<b>Attachment E</b>	<b>State of Florida Drug-Free Workplace Certification</b>
<b>Attachment F</b>	<b>Preferred Pricing Affidavit</b>
<b>Attachment G</b>	<b>Savings/Price Reduction Form</b>
<b>Attachment H</b>	<b>Mandatory Requirements</b>
<b>Attachment I</b>	<b>MSRP Certification</b>
<b>Attachment J</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment K</b>	<b>Contractor Acknowledgement of Order Form</b>
<b>Attachment L</b>	<b>Request for Purchase of Mobile Equipment</b>
<b>Attachment M</b>	<b>Sample Price / Model Update Form</b>
<b>Attachment N</b>	<b>Quarterly Sales Report</b>
<b>Attachment O</b>	<b>Standard Draft Contract</b>
<b>Attachment P</b>	<b>General Contract Conditions</b>
<b>Attachment Q</b>	<b>Affidavit of No Offshoring</b>