

**ATTACHMENT A
STATEMENT OF WORK
FOR
TRANSPORTATION OF VEHICLES AND EQUIPMENT**

DMS-18/19-028

**THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

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SECTION 1. STATEMENT OF WORK

The Department of Management Services (Department) will issue Move Orders as needed to the Contractor to transport vehicles and/or equipment to a specified live or online auction site location. The Contractor will review the issued Move Orders and conduct all activities associated with transporting each vehicle/equipment to its assigned delivery location no later than the required delivery date indicated in the Move Order. The Contractor will prepare and submit monthly invoices to the Department.

The Department will issue Move Orders as the primary means to communicate required transport services to the appropriate Contractor. Move Orders for vehicles/equipment to be transported to the live auction site will be issued a minimum of ten (10) business days prior to the required delivery date. Move Orders for vehicles/equipment to be transported to an online auction site (located in Tallahassee) will be issued a minimum of five (5) business days prior to the required delivery date. The Contractor shall notify the Department within three (3) business days of receipt of the Move Order if they will be unable to complete any of the vehicle/equipment transports as described in the Move Order. Separate Move Orders will be issued for each specific pick-up location by city.

The Contractor must be ready to receive and process Move Orders on the agreed upon start date. Move Orders will be generated by the State and provided to the Contractor via e-mail. If the Contractor's Move Order receipt system is not functioning, the Contractor is required to notify the Department Representative immediately with an alternative delivery method that must be prior approved by the Department.

SECTION 2. CONTRACTOR DELIVERABLES

2.1. Transportation of Vehicles and Equipment

2.1.1 The Contractor shall review Move Orders received from the Department.

2.1.2 The Contractor shall notify the Department within three (3) business days of receipt of the Move Order if they will be unable to complete any of the vehicle/equipment transports described in the Move Order.

2.1.3 The Contractor shall transport vehicles/equipment to the specified auction site by the delivery date listed in the Move Order using the most direct and economical route requested by the Department pursuant to a Move Order. The Department will determine the most direct and economical route by using previous delivery routes and online mapping tools to take road closures into consideration.

2.1.4 The Contractor shall safely and professionally transport all vehicles/equipment listed in the Move Orders by:

2.1.4.1 Communicating within five (5) business days of receipt of Move Order with pick-up location to confirm:

- Vehicle/equipment location address.
- The vehicle/equipment must be positioned in a way that can be accessed by the Contractor. It is not the Contractor's responsibility to re-position a vehicle or equipment. If the vehicle/equipment is not

positioned correctly for the Contractor to access, the Contractor will notify the Department immediately.

- Decals and other removals may be handled at live or online auction site at a later date.
- Operational condition of the vehicle/equipment. Note: Historically, approximately fifty percent (50%) of the vehicles/equipment have been operational. The remainder have been non-operational due to dead battery, flat tire(s), blown engine, frozen transmission, etc.
- Date and time transporter will arrive to pick-up the vehicle/equipment.
- Any additional information to facilitate the pick-up.

2.1.4.2 Ensuring adequate precautions are taken so that vehicles/equipment to be transported, and any other property, are not damaged during the pick-up, transport, and delivery process. The transporter is fully liable for any damage during transport including lost or stolen vehicles/equipment.

2.1.4.3 Ensuring that the transported vehicles/equipment have a company logo, name, address and phone number clearly present and permanent on the company vehicle. Magnetic signs are not permitted.

2.1.4.4 Ensuring keys to the vehicles are transported with the vehicle and delivered to appropriate personnel at the delivery location.

2.1.4.5 In case of any problems or questions, contact the Bureau of Fleet and Federal Surplus Property as soon as possible at: (850) 488-2041, or, (850) 488-4929.

2.1.5 The Contractor shall make all pick-ups during regular business hours of 8:00 A.M. to 4:30 P.M., local time Monday through Friday, excluding State holidays, except in an emergency situation.

2.1.6 There must be a Move Order for any equipment picked up. Equipment moved without the proper documentation shall be at the expense of the Contractor.

2.1.7 Upon pick-up of a vehicle/equipment the Contractor shall:

2.1.7.1 Obtain the name and signature of the agency employee when the vehicle/equipment is picked-up.

2.1.7.2 Obtain the name and signature of the agency representative when vehicle/equipment is delivered.

2.1.7.3 Enter the name and signature of the transport driver.

2.1.7.4 Retain a copy of completed Move Orders to be submitted to the Department with the monthly invoice.

2.2 Deliveries of Vehicles and Equipment

2.2.1 The Contractor shall make all deliveries during regular business hours of 8:00 A.M. to 4:30 P.M., local time Monday through Friday, excluding state holidays. Delivery to a sale site not on State property may be made at other times with prior approval.

A delivery will not be considered complete, and no payment will be made for the delivery, until the vehicle/equipment is at the auction site. The Contractor will be solely responsible for delivering the vehicle/equipment to the auction site specified by the Department. Vehicle and equipment deliveries must be complete by the delivery date specified in the Move Order, unless modified by mutual agreement between the Department and the Contractor.

2.3 Reporting and Documentation Requirements

2.3.1 The Contractor shall prepare and submit monthly invoices which meet the following specifications:

2.3.1.1 The monthly invoice summary must be in an electronic format and clearly display:

- Subtotal of charges by agency.
- Total monthly charges.

2.3.2 The itemized invoice must be in an electronic spreadsheet format (Microsoft Excel) with each monthly invoice summary. Vehicles/equipment in the spreadsheet shall be grouped by agency with a sub-total of transport charges for each agency and a grand total of all charges for all agencies combined. The agency sub-totals and grand total should match the amounts listed on the invoice summary. The following information for each vehicle/equipment transported shall be itemized:

- Invoice month and year
- Unique vendor invoice number for each vehicle/equipment listed
- Year
- Make
- Model
- Type
- VIN (last 6 digits)
- Agency Property Number
- Vehicle/Equipment Pick-up City
- Vehicle/Equipment Delivery Location
- Transport Mileage
- Contract Mileage Rate
- Mileage Charge (Mileage multiplied by the Rate)
- Contract Base Hook-Up Charge
- Total Transport Charge

2.3.3 Copies of completed Move Orders (electronic/scanned or hard copy) for each vehicle/equipment transport must be included in the monthly invoice.

2.4 Background Check Requirements

2.4.1 A "Level I Background Check" shall refer to the Level 1 screening standards set forth in section 435.03, Florida Statutes, regardless of whether the individual screened is required by law to be screened. The information to be screened will be as contained in the Florida Department of Law Enforcement (FDLE) Florida Criminal History Report.

To “pass” a Level I Background Check shall mean that the individual screened: (1) does not have an arrest awaiting final disposition, has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and has not been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under section 435.04(2), Florida Statutes, or similar law of another jurisdiction; and (2) has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.

- 2.4.2 The Contractor will obtain an FDLE Florida Criminal History Report annually on each individual that will operate as a transport driver (including drivers provided by a sub-contractor, if applicable), driver’s assistant, etc. prior to the individual performing services under this contract. (<https://web.fdle.state.fl.us/search/app/default>) The Contractor shall require all personnel, including sub-contractors, involved with the physical pick-up and delivery of Department vehicles and equipment (e.g., transport drivers, driver assistants, etc.) to successfully pass a Level I Background Check prior to performing transport services. After the initial background check, the Contractor shall require all personnel including subcontractors to pass a Level I Background Check annually.
- 2.4.3 Upon request only, the Contractor will provide the Department Representative with any Level I Background Check documentation at any time.
- 2.4.4 The Contractor will be responsible for the payment of the Level I Background checks.
- 2.4.5 If the Contractor believes that an individual who did not pass the Level I Background Check should be granted an exemption, in accordance with section 435.07, Florida Statutes, the Contractor must provide all relevant information and documentation to the Department in order for the Department to make a determination with respect to the individual.
- 2.4.6 Upon execution of the Contract, and annually thereafter, the Contractor will provide the Department with an annual certification that it has complied with the Background Check Requirements contained herein.

The Contractor shall satisfy all of the above criteria no later than the expiration date of the Contract, as extended or renewed or, where applicable, the expiration date of the formal Contract and/or any purchase orders issued from the Contract.

SECTION 3. PERFORMANCE MEASURES

Performance Indicator		Deliverable Number	Requirement / Deliverable	Acceptance Criteria	Measurement Frequency	Amount of Risk / Financial Consequence
I. Reporting						
Contract Section 2.3.1	Monthly Invoice Summary	D01	The Contractor shall prepare and submit complete and accurate invoices on a monthly basis which meet the following specifications: The monthly invoice summary must clearly display: Subtotal of charges by agency and total monthly charges.	Electronic delivery no later than ten (10) business days following the end of each month.	Monthly	\$500 per day for each calendar day past the due date of the final monthly invoice summary inclusive of all details, is not received by the Department.
Contract Section 2.3.2	Monthly Itemized Invoice	D02	The itemized invoice must be in an electronic spreadsheet format (Microsoft Excel) with each monthly invoice summary. Vehicles/ equipment in the spreadsheet shall be grouped by agency with a sub-total of transport charges for each agency and a grand total of all charges for all agencies combined. The agency sub-totals and grand total should match the amounts listed on	Electronic delivery no later than ten (10) business days following the end of each month.	Monthly	\$500 per day for each calendar day past the due date of the final monthly invoice summary inclusive of all details, is not received by the Department.

			<p>the invoice summary.</p> <p>The following information for each vehicle/ equipment transported shall be itemized:</p> <ul style="list-style-type: none"> • Invoice month and year • Unique vendor invoice number for each vehicle/ equipment listed • Year • Make • Model • Type • VIN (last 6 digits) • Agency Property Number • Vehicle/ Equipment Pick-up City • Vehicle/ Equipment Delivery Location • Transport Mileage • Contract Mileage Rate • Mileage Charge (Mileage multiplied by the Rate) • Contract Base Hook-Up Charge • Total Transport Charge 			
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			Copies of completed Move Orders (electronic/scanned or hard copy) for each vehicle/equipment transport must be included in the monthly invoice.			
Contract Section 2.4	Annual Certification of Background Check compliance	D03	Certification of obtaining Background Check on each individual that will operate as a transport driver (including drivers provided by a sub-contractor, if applicable), driver's assistant, etc. prior to the individual performing services under this Contract.	Electronic delivery no later than ten (10) business days after the execution of the contract and annually thereafter	Annually	\$500 per day for each calendar day past the due date

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II. Implementation						
Contract Section 2.1.2	Unable to complete Move Orders	D04	The Contractor shall notify the Department within three (3) business days of receipt of the Move Order if they will be unable to complete any of the vehicle/equipment transports as described in the Move Order.	Electronic notification within three (3) business days of the Contractor receiving the Move Order.	Per Move Order	\$500 per day for each calendar day past the due date of the Contractor did not notify the Department of being unable to complete transfer.
Contract Section 1.0	Operational Performance	D05	If the Contractor's Move Order receipt system is not functioning, resulting in the Contractor not able to accept Move Orders via the agreed upon delivery method, the Contractor is required to notify the Department Representative immediately with an alternative delivery method.	Electronic notification by the Contractor to the Department requesting approval of alternative delivery method within twenty-four (24) hours of Contractor's notification method being non-functional (temporarily or permanent).	Per occurrence	\$500 per day for each calendar day past the twenty-four (24) hour notification requirement that the Contractor is not able to accept or process Move Orders from the Department.

SECTION 4. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

Withholding Payment

In addition to the specific consequences explained in this Statement of Work, the State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or non-renewal, when the Contractor has failed to perform and comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

4.1 Failure to Deliver

The Contractor shall compensate the Department the actual cost to transport any vehicles/equipment that the Contractor fails to move pursuant to a Move Order.

4.2 Failure to Deliver Timely

The Department will not be required to pay any portion of an invoice related to the transportation of any vehicles/equipment that the Contractor fails to deliver in the

timeframe specified. Additionally, the Department may seek to recover any actual damages suffered as a result of the un-timely delivery. Notwithstanding the foregoing, the Department will consider the circumstances presented by the Contractor for failing to deliver in the timeframe specified (e.g., vehicle/equipment not ready for pick-up, road closure, transporter breakdown, etc.), the Contractor's efforts to communicate the late delivery information to the Department, and the Contractor's efforts to remedy the situation.

4.3 Failure to Report or Document

The Department will not pay any portion of an invoice for the transportation of vehicles/equipment that are not properly documented and/or reported as required in Reporting and Documentation Requirements section listed above. If the Department becomes aware of a violation of the Reporting and Documentation Requirements Section after an invoice is paid, the Contractor shall refund or credit that amount back to the Department.

4.4 Failure to Take the Most Direct or Economical Route

The Department will monitor invoices to ensure that the Contractor has not overcharged for mileage. The Department will not pay any portion of an invoice for the transportation of vehicles/equipment for mileage that exceeds the shortest route between pick-up and delivery locations. If the Department becomes aware of an overcharge after an invoice is paid, the Contractor shall refund or credit that amount back to the Department.

4.5 Background Check

The Department will not pay any portion of an invoice for the transportation of vehicles/equipment by the Contractor's or Subcontractor's employees who have not passed a Level 1 Background Check as required by the Background Check Requirements section listed above. If the Department becomes aware of a violation of the Background Check Requirements Section after an invoice is paid, the Contractor shall refund or credit that amount back to the Department.

4.6 Withhold Payment

In addition to the specific consequences explained in this Statement of Work, the State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of this Contract.

SECTION 5. SUBCONTRACTORS

The Contractor shall use only those subcontractors as contained in the subcontracting form of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to the subcontractor not identified in the Contractor's Response to the solicitation, the Contractor shall submit a written request to the Department Representative and shall obtain prior approval.