



Vehicle Maintenance and Repair Services

Invitation to Bid

No. 21-78181500-ITB

Addendum No. 2

Questions and Answers

and ITB Revisions

Questions and Answers

The Department of Management Services (Department) has received the following questions from the vendor community through MFMP Sourcing and the Department's answers are provided in the following table:

No.	Question	Answer
1	<p>Battery Systems would like to submit a response to this bid. However, we are a battery distributor, not a repair service location. We can service multiple regions listed on the price form.</p> <p>Are we able to respond to this bid, if we are only bidding on parts (batteries) and not actual service?</p> <p>Please advise. Thank you.</p>	<p>No. This solicitation is for Vehicle Maintenance and Repair Services. The Department will not consider bids for only Parts.</p>
2	<p>Scope of Work Document: Section 3.9: You reference OEM parts only to be used. Industry standard is OE or OE equivalent since aftermarket repair facilities like us do not buy directly from Manufacturer of vehicle. Can we use OE Equivalent parts that are the same FORM, FIT, AND FUNCTION?</p>	<p>Yes, the use of non-OEM Parts is acceptable with the Customer's prior approval.</p> <p>See ITB Revisions below, for revision to section 3.9 Parts within Attachment A, Scope of Work.</p>
3	<p>Scope of Work Document: Section 3.13: When presented with a Wex Fleet Card instead of a Bank P-Card are we able to call Wex to utilize their phone in process? Most repair facilities industry wide do not meet the CC machine requirements that Wex Requires. We currently are able to call in and get a virtual one time use credit card number for Purchase orders approved. The agencies that use WEX would need to be WEX Pay enabled.</p>	<p>Yes. Vendors may call WEX for verification.</p>
4	<p>Scope of Work Document: Section 3.20: Would this change be from Visa, MC to a Fleet Maintenance Fuel Card? If so would all Fleet Maintenance / Fuel Cards be set up as WEX web pay type of usage as well? We do not have the ability to switch our current CC machines out because our provided is unable to update our entire CC system anytime soon.</p>	<p>See section 3.20 within Attachment A, Scope of Work. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment.</p>
5	<p>Scope of Work Document: Section 3.23: Need more information on what transaction fees are and do we have to provide separate by agency?</p>	<p>The current transaction fee is equal to seven-tenths of one percent (0.7%) of the payment issued. See Rule 60A-1.031, Florida Administrative Code, MyFloridaMarketPlace Transaction Fee and Exceptions.</p>

		<p>In addition, see Florida House Bill 5003 (2020), An act implementing the 2020-2021 General Appropriations Act, section 67.</p> <p>See the link below for more information on Transaction Fees and Reporting: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting</p>
6	<p>Scope of Work Document: Section 3.22 We do not have this reporting available to be able to provide P Card Transaction numbers, Line level commodity codes, MSRP. Does this exclude us?</p>	<p>If awarded, the Contractor must adhere to all requirements in Attachment A, Scope of Work.</p> <p>See section 3.24 within Attachment A, Scope of Work for information about the Quarterly Sales Report.</p>
7	<p>Scope of Work Document: Section 3.25: If we are unable to provide diversity reporting does this automatically exclude us from being considered?</p>	<p>If awarded, the Contractor must adhere to all requirements in Attachment A, Scope of Work.</p>
8	<p>Price Sheet Questions: We do not do Flushes for Transmissions. Can we change the price sheet to include Drain and fill options so that we may make a competitive bid on that and leave the Flush pricing blank, or how else would you like to handle.</p>	<p>See ITB Revisions below, for revision to section 2.3, Addenda to the ITB within the Invitation to Bid; and revision to Attachment B, Price Sheet.</p> <p>CVT and Transmission Flushes have been removed from the Price Sheet.</p>
9	<p>Price Sheet Questions: Parts Pricing: We are not currently able to see MSRP pricing, report on it, or offer % off of MSRP. I am however able to offer Discount off all in stock parts and services vs. Retail walk in pricing. Will that work?</p>	<p>See section 2 within Attachment A, Scope of Work for the MSRP definition. The Department believes that the definition for MSRP is clear.</p>
10	<p>Special Contract Conditions: Can you please specify the transaction fee amount?</p>	<p>Please see the answer to question 5.</p>
11	<p>Special Contract Conditions: Section 4.5.2 We do not offer or have the ability to do any Diversity reporting at this time. Does this exclude us from moving forward?</p>	<p>Please see the answer to question 7.</p>
12	<p>Special Contract Conditions: Section 4.6 Please explain further what this means and how it applies to us. We do not understand?</p>	<p>RESPECT serves as the Central Non-Profit Agency (CNA) representing employment centers for the Blind or Other Severely Handicapped in accordance with Chapter 413, Florida Statutes.</p> <p>Section 4.6 encourages agencies to purchase from RESPECT.</p>
13	<p>Special Contract Conditions: Section 4.7 Please explain further what this means and how it applies to us</p>	<p>The Department of Management Services, Division of State Purchasing, is legislatively mandated to contract with Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) by sections 946.502 and 946.504, Florida Statutes. PRIDE is a self-funded, non-profit enterprise which trains eligible inmates in vocational</p>

		skills and transitions them into the economy upon completion of their sentences. The objective of PRIDE is to lower the number of repeat offenders and reduce criminal justice costs. Section 4.7 encourages agencies to purchase from PRIDE.
14	Special Contract Conditions: Section 7.5 and 7.6: Both sections would need to be reviewed by legal and if changes are not allowed to include mutual languages, does this exclude us?	The Department does not intend to amend Attachment C, Special Contract Conditions. If awarded, the Contractor must adhere to all requirements in Attachment C, Special Contract Conditions.

ITB Revisions

The Department hereby amends ITB No. 21-78181500-ITB and its attachments as noted within this Addendum. For revisions, underline represents additions and strikethrough represents deletions. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this Addendum is now made part of this solicitation.

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.

Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied in such filings.

Please Note: This Addendum does not need to be returned with the response.

1. Invitation to Bid, section 1.2 Definitions is hereby amended as follows:

Part – Repair or service parts, including fluids, which are required for completion of a Motor Vehicle Repair and may be installed to, uninstalled from, added to, filled with, or provided with or separately from the Motor Vehicle by the Motor Vehicle Repair Shop, as is specified, ordered, legal, customary, reasonable, and prudent in the industry. **Any Non-OEM Parts must be OEM equivalent and must be of the same form, fit, and function.**

2. Invitation to Bid, section 2.3 Addenda to the ITB is hereby amended as follows:

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VBS. It is the Bidder's responsibility to check VBS for any changes throughout the procurement process and prior to submitting a bid. **In submitting its Bid, a Bidder agrees its submitted pricing will apply to the most current iteration of Attachment B, Price Sheet, as revised through subsequent addenda, which will be part of any awarded Contract, regardless of the version of Attachment B, Price Sheet, submitted by the Bidder.**

3. Attachment A, Scope of Work, section 2 Definitions is hereby amended as follows:

Part – Repair or service parts, including fluids, which are required for completion of a Motor Vehicle Repair and may be installed to, uninstalled from, added to, filled with, or provided with or separately from the Motor Vehicle by the Motor Vehicle Repair Shop, as is specified, ordered, legal, customary, reasonable, and prudent in the industry. **Any Non-OEM Parts must be OEM equivalent and must be of the same form, fit, and function.**

4. Attachment A, Scope of Work, section 3.9 Parts is hereby amended as follows:

The Contractor shall use new OEM Parts whenever possible. If the Motor Vehicle Repair Shop determines the use of Parts other than new OEM Parts will not impact the safety, performance, or warranty of the Vehicle, the Contractor shall provide written documentation to the Customer and allow them to choose whether to use other Parts that may be more cost efficient. **Any Non-OEM Parts must be OEM equivalent and must be of the same form, fit, and function.** The Customer must approve the use of any Parts other than new OEM Parts prior to the Motor Vehicle Repair Shop installing the Parts.

5. Attachment B, Price Sheet is hereby amended and replaced in its entirety.