



## **Attachment A – Scope of Work Vehicle Maintenance and Repair Services**

### **1. Purpose**

To provide Customers with Vehicle Maintenance and Repair Services on a regional basis, pursuant to the terms set forth in this Scope of Work.

### **2. Definitions**

Definitions and terms contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment C, Special Contract Conditions, are incorporated by reference. All definitions apply in both their singular and plural sense. In the event of a conflict, the definitions below will govern.

**Automotive Mechanic** – Mechanics employed to perform Vehicle Maintenance and Repair Services. May be used interchangeably with “Technician.”

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer’s location.

**Commodity** – As defined in section 287.012, F.S. Commodities available for purchase under this Contract. May be used interchangeably with “Part.”

**Commodity Code** – The State’s numeric code for classifying commodities and contractual services that 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.

**Contract** – The written agreement between the Department and the Contractor.

**Contractor** – A Vendor that enters a Contract with the Department.

**Customer** – A State agency or Eligible User.

**Department** – The Department of Management Services, a State agency.

**Eligible User** – As defined in Rule 60A-1.001(2), F.A.C.

**Hourly Rate** – The cost per hour to complete Vehicle Maintenance and Repair Services for which a specific price is not identified in the Price Sheet. Hourly rates include shop supplies.

**Manufacturer** – The producer or provider of a Commodity that possesses the minimum quality, reliability, service, and value required by the Department and Customers.

**Manufacturer's Suggested Retail Price (MSRP)** – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without the benefit of the Contract. It must be publicly listed, available, and verifiable by the Department and Customers.

**Motor Vehicle** – As defined in section 559.903(5), F.S. May be used interchangeably with "Vehicle."

**Motor Vehicle Repair** – As defined in section 559.903(8), F.S. May be used interchangeably with "Vehicle Maintenance and Repair Services."

**Motor Vehicle Repair Shop** – As defined in section 559.903(6), F.S., excluding mobile motor vehicle repair shops and motor vehicle and recreational vehicle dealers. Each Motor Vehicle Repair Shop must be a permanent commercial structure with an address (non-residential) where Vehicle Maintenance and Repair Services are performed. Each Motor Vehicle Repair Shop must have at least two vehicle service bays attached to or adjacent to the permanent commercial structure.

**Non-Original Equipment Manufacturer (Non-OEM) Part** – A Part produced by a Manufacturer other than the original Manufacturer of a Vehicle.

**Original Equipment Manufacturer (OEM) Part** – A Part produced by the original Manufacturer of a Vehicle.

**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.

**Region** – A group of counties constituting a service area within Florida as defined in Attachment G, Regional Map.

**Special Order** – Order of a Part(s) required for completion of a Motor Vehicle Repair which is not immediately available from the Motor Vehicle Repair Shop. A Part must be delivered and available for completion of Vehicle Maintenance and Repair Services within 1-2 Business Days of the date the Motor Vehicle Repair Shop identified the need for the Part.

**State** – The State of Florida.

### **3. Scope of Work**

#### **3.1 Description of Scope**

The purpose of this Contract is to provide Vehicle Maintenance and Repair Services for the classes of light, medium, and heavy-duty vehicles as defined below:

##### **3.1.1 Light Duty Vehicles**

- Class 1A – Light Duty includes cars, light-duty pickup trucks, and minivans with a Gross Vehicle Weight Rating (GVWR) of 6,000 lbs. or less and 4 tires only.
- Class 1B – Light Duty Police/Special Service includes cars, light-duty pickup trucks, and minivans with a GVWR of 6,000 lbs. or less and 4 tires only, which

are primarily used to conduct law enforcement/emergency activities, including pursuit activities, and transport people and limited cargo.

- Class 2A – Light Duty includes sport utility vehicles (SUVs), standard-size pickup trucks, and vans with a GVWR of 6,001 to 10,000 lbs. and 4 tires only.
- Class 2B – Light Duty Police/Special Service includes SUVs, standard-size pickup trucks, and vans with a GVWR of 6,001 to 10,000 lbs. and 4 tires only, which are primarily used to conduct law enforcement/emergency activities, including pursuit activities, and transport people and limited cargo.

### **3.1.2 Medium and Heavy-Duty Vehicles**

- Class 3A – Medium Duty includes flat bed trucks, box trucks, and extended bed cargo vans with a GVWR of 10,001 to 14,000 lbs. and 6 tires or more.
- Class 3B – Medium Duty Police/Special Service includes flat bed trucks, box trucks, and extended bed cargo vans with a GVWR of 10,001 to 14,000 lbs. and 6 tires or more, which are primarily used to conduct law enforcement/emergency activities and transport people and limited cargo.
- Class 4A – Medium Duty includes delivery vans, small buses, and conversion vans about the size of an ambulance with a GVWR or 14,001 to 16,000 lbs. and 6 tires or more.
- Class 4B – Medium Duty Police/Special Service includes delivery vans, small buses, and conversion vans about the size of an ambulance with a GVWR or 14,001 to 16,000 lbs. and 6 tires or more, which are primarily used to conduct law enforcement/emergency activities and transport people and limited cargo.
- Class 5 – Medium Duty includes RVs, dump trucks, or medium-size refrigerated trucks with a GVWR of 16,001 to 19,500 lbs. and 6 tires or more.
- Class 6 – Medium Duty includes buses and medium size cargo or delivery trucks with a GVWR of 19,501 to 26,000 lbs. and 6 tires or more.
- Class 7 – Heavy Duty includes large delivery trucks and tractor-tailer combinations with a GVWR of 26,001 to 33,000 lbs. and 6 tires or more.
- Class 8 – Heavy Duty includes motor coaches, all tractor-tailer combinations, refuse trucks, and construction vehicles with a GVWR of 33,001 lbs. or more and 10 or more tires.

## **3.2 Vehicle Maintenance and Repair Services**

The Contractor shall perform Vehicle Maintenance and Repair Services as requested by the Customer. The Contractor shall perform these services in accordance with the Vehicle Manufacturer's specifications and service recommendations for the mileage interval(s) of the Vehicle, including but not limited to lube, oil, and filter changes, lubrication, replacement of worn parts, and safety inspections.

Vehicle Maintenance and Repair Services are not limited to the items expressly listed on the Price Sheet, and include, but are not limited to, brake services, battery replacement, alternator replacement, and air conditioning service. Services not expressly listed on the Price Sheet will be priced at or below the Hourly Rate and Parts sections provided in the Price Sheet.

## **3.3 Service Pricing**

All prices for Services provided by the Contractor on the Price Sheet include all Parts (including fluids), hazardous waste disposal fees, shop supplies, and any additional supplies or fees. Oil change service prices include oil filter, five quarts of oil, hazardous waste disposal fees, windshield wiper fluid, and shop supplies. Hourly rates shall not be included for services

expressly identified on the Price Sheet.

### **3.4 Work Performed**

Work performed shall be mutually agreed upon between the Customer and Motor Vehicle Repair Shop through a written estimate and shall be billed at the prices listed in the Contractor's Price Sheet. All Vehicle Maintenance and Repair Services will be itemized on a written estimate and provided to the Customer for approval prior to any work being performed. The Customer will not be liable for recycling, disposal, or storage fees. The Contractor shall price services and labor to include all applicable fees. Any expenses incurred above the written estimate are subject to prior approval by the Customer. If the Contractor determines that the cost will exceed the written estimate, the Contractor shall adhere to the notification procedures detailed in section 559.909(1), F.S.. The Customer is entitled to the protections provided by section 559.909, F.S.

### **3.5 Written Estimate**

The Contractor is required to provide a written estimate to the Customer prior to any work being performed. Regardless of the anticipated cost to the Customer, the written estimate shall include the items listed in section 559.905, F.S., as well as the contract number assigned to this Contract (i.e. 78181500-21-STC).

### **3.6 Priority Service**

Priority service shall be provided for State of Florida Customers. Vehicle Maintenance and Repair Services shall commence within one hour of the Customer's arrival at the Motor Vehicle Repair Shop unless a Special Order is required to complete the service or as otherwise agreed upon by the Customer. Vehicle Maintenance and Repair Services shall be completed within the timeframe provided by the Motor Vehicle Repair Shop in the written estimate. The Contractor shall provide status updates as requested by the Customer.

### **3.7 Motor Vehicle Repair Shops**

The Contractor must currently operate **a minimum of three Motor Vehicle Repair Shops within each awarded Region**. Per each Region awarded, the Contractor must operate at least one Motor Vehicle Repair Shop in each of the required counties as specified in Attachment G, Regional Map, and below:

- Region 1: Escambia County, Leon County, and either Bay County or Jackson County
- Region 2: Alachua County, Duval County, and Marion County
- Region 3: Orange County and Volusia County
- Region 4: Hillsborough County, Pinellas County, and Polk County
- Region 5: Lee County
- Region 6: Broward County, Miami-Dade County, and Palm Beach County

A minimum of three of the Contractor's Motor Vehicle Repair Shops per awarded region, shall be capable of completing services within the timeframes listed in this Scope of Work. Additional Motor Vehicle Repair Shops that can provide services under this contract within the Contractor's awarded region may be identified in Attachment H – Motor Vehicle Repair Shop Locations.

The Contractor shall provide documentation of its Motor Vehicle Repair Shops' current and active registrations with the Florida Department of Agriculture and Consumer Services, as required by the Florida Motor Vehicle Repair Act, sections 559.901 through 559.9221, F.S.. **This documentation is required for each Motor Vehicle Repair Shop operated by the**

**Contractor that will provide Vehicle Maintenance and Repair Services under this Contract.**

**3.8 Personnel Training and Qualifications**

The Contractor shall ensure that all Motor Vehicle Repair Shop's employees in Florida are trained on the requirements and terms and conditions of this Scope of Work and Contract. The Contractor shall provide all employees with the necessary materials and training to perform Vehicle Maintenance and Repair Services for Customers.

**3.9 Parts**

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. The Customer must approve the use of any Parts other than new OEM Parts prior to the Motor Vehicle Repair Shop installing the Parts.

**3.10 Warranty**

All services shall be covered with a standard warranty for at least one year for all Parts and labor. The Contractor's standard warranty shall cover all work performed. The standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications, purchase order, and required performance criteria. The standard warranty shall last for at least one year from the completion date of authorized repairs for Parts and labor. During the warranty period, the Contractor will, at its sole cost and expense, correct any defects in workmanship related to the services performed in relation to this contract.

All services that are completed must keep the vehicle manufacturer's warranty intact. If the standard warranty conflicts with any requirements, specifications, terms, or conditions of the Contract or Purchase Order, then the Contract requirements, specifications, terms, and conditions shall prevail.

**3.11 Warranties and Recalls**

In the event there is a recall of any of the Commodities or any Parts used in performing its services (also known as Recalled Equipment), 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. The Contractor shall also assist in preparing such reports which may be required by the Department or Customer. Each Contractor shall, at the request of the Department or Customer, provide the Department and each Customer all reasonable assistance in locating and recovering any Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, related to recalls with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations. All Contractor efforts related to Recalled Equipment shall be at the Contractor's own expense.

### **3.12 Customer Service and Support**

The Contractor shall provide the Department and Customers with contact information for customer service and support. Customer service personnel shall have authority to solve problems and respond to Department and Customer inquiries timely and efficiently. The Contractor shall provide the following for its representative:

- Name
- Title
- E-Mail Address
- Office Telephone Number(s)
- Cellular Telephone Number(s)

The Contractor shall respond to inquiries from the Department or Customers within 24 hours. The Contractor shall designate a customer support phone number for any inquiries, requests for services, or to report any failures, insufficiencies, or other concerns. This customer service support phone number shall also be capable of providing scheduling and service appointment(s) assistance.

The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by the Customer or by the Department. The Contractor shall notify the Department's Contract Manager of any changes in assignment of customer service and support staff, as listed above, within two Business Days.

### **3.13 Taxes**

In accordance with section 212.08(6), F.S., only in-state purchases that are billed directly to the Customer by use of a purchasing card (P-Card), Wright Express Corporation (WEX) Fleet Card, purchase order, or by a pre-approved Method of Payment are tax exempt.

### **3.14 Emergency Preparedness and Response**

During an emergency event, as declared by an Executive Order from the Governor or a state of local emergency, as prescribed in section 252.38, F.S., the Contractor shall provide extended hours and additional Customer support. The Contractor shall provide an on-call person who will be responsible for responding to inquiries and coordinating the emergency plan or response. A designated on-call individual shall be available seven days a week for 24 hours a day to assist with any Vehicle Maintenance and Repair Services. The Customer may request a representative to its Emergency Operations Center (EOC) for emergency response coordination. The Contractor shall provide the following for its representative:

- Name
- Title
- E-Mail Address
- Office Telephone Number(s)
- Cellular Telephone Number(s)

The Contractor shall be able to increase inventory and service levels as needed to provide additional support for emergency preparedness and response. The Contractor shall have the capability to inspect Vehicles and perform all services of the Customer's fleet as required during and after the emergency event.

### **3.15 Insurer Involvement**

The Contractor agrees that the Customer is the sole, professional determiner of the necessary and proper method for repairing the Customer's Vehicle and the Customer is the only person and entity with whom the Motor Vehicle Repair Shop has any obligation to communicate or has the right to make decisions concerning a Vehicle's repair. The Customer acknowledges that the Contractor has no obligation to communicate with any insurer and that the Contractor does not accept any insurer's estimate as the cost of repair or method of repair. The Motor Vehicle Repair Shop may elect to interface with an insurer to streamline the payment process for the Customer, but the Customer agrees any interface is solely performed as a courtesy to the Customer.

### **3.16 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 service and Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA") Standards, Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of services and Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, shall contact the DMS Contract Manager immediately.

### **3.17 Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Services and Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services and Commodities ordered by the Contractor are fully compatible with each other and with any associated, pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver Services and Commodities that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

### **3.18 Holidays**

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer's order.

### 3.19 Price Adjustments

Prices (including Services and Hourly Rates) may not be adjusted during the initial term of the Contract. For the renewal term of the Contract, the prices will be the renewal term prices specified on the Price Sheet; however, the renewal term prices may be adjusted no earlier than 12 months after the start date of the renewal term and, thereafter, or no earlier than 12 months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Florida Wage Estimates for the associated Occupational Code and Title shown below. This information is published by the Florida Department of Economic Opportunity (DEO) and is available at <https://floridajobs.org/workforce-statistics/data-center/statistical-programs/occupational-employment-statistics-and-wages>.

Occupational Code	Occupational Title
49-3023	Automotive Service Technicians and Mechanics

The change in Wage Estimates for the first price adjustment after the start date of the renewal term shall be determined using the Wage Estimates for the year in which the renewal term began and the Wage Estimates at the time of the price adjustment request. The change in Wage Estimates for second and subsequent price adjustments shall be determined using the latest Wage Estimates that were used to support the previous price adjustment and the latest available Wage Estimates at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the Wage Estimates is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in Wage Estimates or three percent, whichever is less. The percent change in Wage Estimates shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = Wage Estimate at the time the renewal term began or previous price adjustment

B = Wage Estimate at the time of price adjustment request

Z = percent change in Wage Estimate

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves or denies a price adjustment, the Department will provide its determination in a written communication to the Contractor. Price adjustments may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the ITB No. 21-78181500-ITB



Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

Percentage discounts off MSRP for Parts may not be adjusted during the life of the Contract.

### **3.20 Purchasing Card**

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

### **3.21 Punchout Catalog and Electronic Invoicing**

The Contractor is encouraged to provide an MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through the utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within

ITB No. 21-78181500-ITB

Vehicle Maintenance and Repair Services

MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

**3.22 Contract Reporting**

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	30 calendar days after the close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after the close of the period

**3.23 MFMP Transaction Fee Report**

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department’s electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the “Transaction Fee & Reporting” section and “Training for Vendors” subsections under the “Vendors” tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

**3.24 Quarterly Sales Reports**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department’s Contract Manager within 30 calendar days after the close of each quarter. The quarterly sales report can be found here: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.  
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.  
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.  
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

### **3.25 Diversity Report**

The Contractor shall report to each Customer, 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 during the period, Commodities 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.

### **3.26 Ad Hoc Reports**

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

### **3.27 Business Review Meetings**

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of the minimum Contract Reporting
- Addressing any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

### **3.28 Financial Consequences**

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance</b>
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per Business Day late and not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$100 per Business Day late and not received by the Contract Manager
Provide Priority Services to State of Florida Customers' vehicles timely	Service shall be completed within the timeframe prescribed within the Contract and SOW	Priority Services shall commence within one hour of Customer arrival and be completed within the timeframe provided in the written estimate.	\$250 per occurrence
Provide Special Orders timely	Special Orders must be delivered and available within the timeframe prescribed within the Contract and SOW	Special Orders must be delivered and available for Vehicle Maintenance and Repair Services within 1-2 Business Days	\$100 per occurrence
Contractor will provide an accurate written estimate	All estimates for repair will be accurate and provided prior to any work beginning.	Upon Customer request for estimate	\$50 per occurrence

**If repeated failures of Deliverables occur, the Department and Customers reserve the right to, in addition to withholding payment, implement other appropriate remedies, such as Contract termination or non-renewal of the Contract.**

### **3.29 E-Verify**

The following replaces section 13.2 of Attachment C, Special Contract Conditions:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five

days of Contract execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S..