



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Alan Jay Chevrolet-Cadillac, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1**  
**For**  
**Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Chris Wilson  
Alan Jay Chevrolet-Cadillac, Inc.  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Chevrolet-Cadillac, Inc.**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Chris Wilson  
Alan Jay Chevrolet-Cadillac, Inc.  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Chevrolet-Cadillac, Inc.**



11-14-19  
Date:

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
Tami Fillyaw, Chief of Staff

11/15/19  
Date:

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**



## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.



All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) ~~(D.1-D.6)~~, is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~).(D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL



SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 Attachment D.2: Price Sheet – Automobiles and Cars Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 Attachment D.3: Price Sheet – Minivans and Vans Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (<del>D.1—D.6</del>) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.



**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** after the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																						
Attachment D.1: Price Sheet - Police Vehicles - REVISED																						
Commodity Code: 25101702 (POLICE VEHICLES)																						
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																						
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>											
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)		
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -													N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -													
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -													
	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -													
5		2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -														
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Dodge	6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -													N/A
		7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -													
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -													
	Ford	9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -													
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -													
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -												
Dodge		12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -													
Ford		13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -													
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -													
Chevrolet		15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -													
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -													
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -													
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -													
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -													
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -													
	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -													
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -													
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -													N/A
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -													
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -													
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>											
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)										
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -													
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -													
KEY: N/A - Not Available																						

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<u>Sub-Group<sup>1</sup> A: AUTOMOBILE</u>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <b>(AUTOFILLS)</b>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$# ,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$# ,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
		Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES

Attachment D.3: Price Sheet - Minivans and Vans - **REVISED**

Commodity Code: 25101505 (MINIVANS OR VANS)

Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.

Submitted By:

<Insert Organization Name>

Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -				
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				

KEY:

N/A - Not Available



ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					

## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.



### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).



Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**



Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.



### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**



**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM



Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.



### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).



Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**



Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Alan Jay Enterprises of Wauchula, Inc. d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Chris Wilson  
Alan Jay Enterprises of Wauchula, Inc.  
d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Enterprises of  
Wauchula, Inc. d/b/a Alan Jay  
Chrysler Jeep Dodge of Wauchula**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**  
Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**  
Chris Wilson  
Alan Jay Enterprises of Wauchula, Inc.  
d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)


**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Enterprises of  
Wauchula, Inc. d/b/a Alan Jay  
Chrysler Jeep Dodge of Wauchula**



11-4-19  
\_\_\_\_\_  
**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
Tami Fillyaw, Chief of Staff

11/15/19  
\_\_\_\_\_  
**Date:**

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.



### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be



responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must



	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome



Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (<del>D.1—D.6</del>) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. **Please submit the price sheet(s) in Excel format.** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>



ITB No. 02-25100000-G, MOTOR VEHICLES																							
Attachment D.1: Price Sheet - Police Vehicles - REVISED																							
Commodity Code: 25101702 (POLICE VEHICLES)																							
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																							
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.																
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>												
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)			
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -													N/A	
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)							\$ -													
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)							\$ -													
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -													N/A	
		5	2020 Ford Sedan Police Responder Hybrid FWD (POA)							\$ -													
		6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)							\$ -													
	Dodge	7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)							\$ -												N/A	
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)							\$ -													
		9	2020 Ford Mustang 2dr Fastback GT (P8C)							\$ -													
	Ford	10	2020 Ford Sedan Police Responder Hybrid FWD (POA)							\$ -													
		11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)							\$ -													
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -													N/A	
		13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)							\$ -													
	Ford	14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)							\$ -													
		15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)							\$ -													
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -														
		17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)							\$ -													
	Dodge	18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)							\$ -													
		19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)							\$ -													
	Ford	20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)							\$ -													
		21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)							\$ -													
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -													N/A	
		23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)							\$ -													
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -														
		25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)							\$ -													
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>												
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)											
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -														
		27	2020 Harley-Davidson Road King Police (FLHP)							\$ -													
KEY: N/A - Not Available																							

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - REVISED											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
Sub-Group <sup>1</sup> A: AUTOMOBILE											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$#,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
		Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES

Attachment D.3: Price Sheet - Minivans and Vans - **REVISED**

Commodity Code: 25101505 (MINIVANS OR VANS)

Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.

Submitted By:

<Insert Organization Name>

Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -				
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				

KEY:

N/A - Not Available



ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					



## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.



### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.



## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab



in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.



Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM



Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.



### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.  
Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.  
Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>





**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Chris Wilson  
Alan Jay Import Center, Inc.  
d/b/a Alan Jay Toyota  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Import Center, Inc.  
d/b/a Alan Jay Toyota**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

---

---

---

**Date:**

---

**Date:**

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.12  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Chris Wilson  
Alan Jay Import Center, Inc.  
d/b/a Alan Jay Toyota  
5330 US Hwy 27 South  
Sebring, Florida 33870  
Telephone: (863) 402-4234  
Email: [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

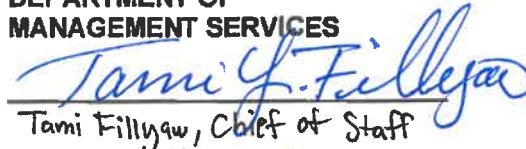
**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Alan Jay Import Center, Inc.  
d/b/a Alan Jay Toyota**



11-4-19  
Date: \_\_\_\_\_

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
Tami Fillyaw, Chief of Staff

11/15/19  
Date: \_\_\_\_\_

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;



AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:



- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required



Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (<del>D.1—D.6</del>) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** after the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.1: Price Sheet - Police Vehicles - REVISED																					
Commodity Code: 25101702 (POLICE VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)	
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -												
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -												
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												N/A
		5	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
		6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												
	Dodge	7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -												N/A
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -												
		9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -												N/A
	Dodge	12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -												
	Ford	13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -												
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -												
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -												N/A
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -												
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -												
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -												
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -												
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -												
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -												
	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -												
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)									
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -												
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -												
KEY: N/A - Not Available																					

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<u>Sub-Group<sup>1</sup> A: AUTOMOBILE</u>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <b>(AUTOFILLS)</b>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <u>Vent / Rain Shields, Flange Mounted, Price (\$# ,###)</u> <u>Vent / Rain Shields, Tape- On, Price (\$# ,###)</u>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
		Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES														
Attachment D.3: Price Sheet - Minivans and Vans - REVISED														
Commodity Code: 25101505 (MINIVANS OR VANS)														
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.														
Submitted By:			<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.							
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>			
											Vent / Rain Shields, Flange Mounted, Price (\$#.###)	Vent / Rain Shields, Tape- On, Price (\$#.###)	Receiver / Hitch Package, Price (\$#.###)	
Sub-Group C: VAN, CUTAWAY, 2WD	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -					
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -					
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -					
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -					
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -					
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -					
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -					
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -					
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -					
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -					
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -					
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -					
161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)						\$ -							
KEY: N/A - Not Available														

ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					



## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and



**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**



**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.  
Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.  
Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49



## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**



## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.



- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and



**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**



**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Daytona Harley-Davidson, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Barry Kuhnly  
Daytona Harley-Davidson, Inc.  
1637 North US Highway 1  
Ormond Beach, Florida 32174  
Telephone: (954) 257-2073  
Email: [bkuhnly@brhd.com](mailto:bkuhnly@brhd.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Daytona Harley-Davidson, Inc.**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**



**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Barry Kuhnly  
Daytona Harley-Davidson, Inc.  
1637 North US Highway 1  
Ormond Beach, Florida 32174  
Telephone: (954) 257-2073  
Email: [bkuhnly@brhd.com](mailto:bkuhnly@brhd.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Daytona Harley-Davidson, Inc.**

B Kuhnly

11-14-19  
Date:

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

Tami Fillyaw  
Tami Fillyaw, Chief of Staff

11/15/19  
Date:

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The



Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

##### 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.



## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised Mandatory Responsive Requirements**. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product



and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).



Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (D.1—D.6) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.1: Price Sheet - Police Vehicles - REVISED																					
Commodity Code: 25101702 (POLICE VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)	
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -												
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -												
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												N/A
		5	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
		6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												
	Dodge	7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -												N/A
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -												
		9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
	Ford	10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
		11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)							\$ -											
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Dodge	12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -												N/A
	Ford	13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -												
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -												
		15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -												
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -												N/A
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -												
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -												
		19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -												
	Ford	20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -												
		21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -												
		Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -											
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)									
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -												
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -												
KEY: N/A - Not Available																					

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<u>Sub-Group<sup>1</sup> A: AUTOMOBILE</u>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <b>(AUTOFILLS)</b>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$# ,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$# ,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
		Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES

Attachment D.3: Price Sheet - Minivans and Vans - **REVISED**

Commodity Code: 25101505 (MINIVANS OR VANS)

Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.

Submitted By:

<Insert Organization Name>

Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -				
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				

KEY:

N/A - Not Available

ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					

## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**



- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between



8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:



[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.  
Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.  
Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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



**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

- 2.3.1 Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- 2.3.2 Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the



Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**



- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between



8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:



[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Duval Ford, LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Richard Tackett  
Duval Ford, LLC  
1616 Cassat Ave.  
Jacksonville, Florida 32210  
Telephone: (904) 388-2144  
Email: [richard.tackett@duvalfleet.com](mailto:richard.tackett@duvalfleet.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Duval Ford, LLC**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

---

---

**Date:**

**Date:**

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

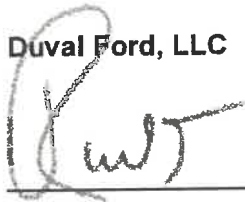
Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Richard Tackett  
Duval Ford, LLC  
1616 Cassat Ave.  
Jacksonville, Florida 32210  
Telephone: (904) 388-2144  
Email: [richard.tackett@duvalfleet.com](mailto:richard.tackett@duvalfleet.com)

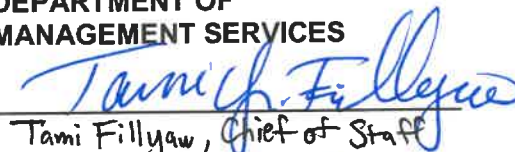
**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Duval Ford, LLC**

  
\_\_\_\_\_

11/14/19  
\_\_\_\_\_  
Date:

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
\_\_\_\_\_  
Tami Fillyaw, Chief of Staff

11/15/19  
\_\_\_\_\_  
Date:

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**



## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.



All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL



SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (D.1—D.6) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.



**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.1: Price Sheet - Police Vehicles - REVISED																					
Commodity Code: 25101702 (POLICE VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)	
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -												
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -												
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												N/A
		5	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
		6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												
	Dodge	7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -												N/A
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -												
		9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -												N/A
	Dodge	12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -												
	Ford	13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -												
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -												
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -												
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -												
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -												
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -												
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -												
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -												
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -												
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -												
	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -												
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)									
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -												
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -												
KEY: N/A - Not Available																					

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - REVISED											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
Sub-Group <sup>1</sup> A: AUTOMOBILE											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$#,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
		Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES

Attachment D.3: Price Sheet - Minivans and Vans - **REVISED**

Commodity Code: 25101505 (MINIVANS OR VANS)

Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.

Submitted By:

<Insert Organization Name>

Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -				
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				

KEY:

N/A - Not Available



ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
<div>Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD</div>	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)					\$ -											
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)					\$ -											
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)					\$ -											
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)					\$ -											
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)					\$ -											
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)					\$ -											
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)					\$ -											
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)					\$ -											
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)					\$ -											
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)					\$ -											
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)					\$ -											
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)					\$ -											
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)					\$ -											
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)					\$ -											
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)					\$ -											
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)					\$ -											
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)					\$ -											
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)					\$ -											
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)					\$ -											
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)					\$ -											
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)					\$ -											
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)					\$ -											
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)					\$ -											
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)					\$ -											
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)					\$ -											
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)					\$ -											
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)					\$ -											
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)					\$ -											
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)					\$ -											
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)					\$ -											
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)					\$ -											
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)					\$ -											
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)					\$ -											
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)					\$ -											
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)					\$ -											
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)					\$ -											
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)					\$ -											
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)					\$ -											
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)					\$ -											
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)					\$ -											
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)					\$ -											
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)					\$ -											
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)					\$ -											
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)					\$ -											

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					

## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.



### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).



Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**



Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.



### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**



**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM



Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.



### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).



Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**



Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Garber Chevrolet Buick GMC, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Chevrolet Buick GMC, Inc.  
3380 Highway 17  
Green Cove Springs, Florida 32043  
Telephone: (904) 264-4502  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Garber Chevrolet Buick GMC, Inc.**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**


Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**


Ryan Davis  
Garber Chevrolet Buick GMC, Inc.  
3380 Highway 17  
Green Cove Springs, Florida 32043  
Telephone: (904) 264-4502  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Garber Chevrolet Buick GMC, Inc.**

  
\_\_\_\_\_  
11.14.19  
\_\_\_\_\_  
Date:

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
\_\_\_\_\_  
Tami Fillyaw, Chief of Staff  
11/15/19  
\_\_\_\_\_  
Date:

# EXHIBIT A

## SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.



### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

##### 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be



responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must



	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome



Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (<del>D.1—D.6</del>) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>



ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.1: Price Sheet - Police Vehicles - REVISED																					
Commodity Code: 25101702 (POLICE VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)	
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -												
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -												
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												N/A
		5	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
		6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												
	Dodge	7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -												N/A
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -												
		9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -												N/A
	Dodge	12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -												
	Ford	13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -												
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -												
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -												N/A
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -												
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -												
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -												
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -												
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -												
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -												
	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -												
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)									
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -												
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -												
KEY: N/A - Not Available																					

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<b>Sub-Group<sup>1</sup> A: AUTOMOBILE</b>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.					
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$#,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
33		2020 Toyota Prius LE (SE) (1223)					\$ -				
34		2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -				
35		2020 Toyota Prius Prime LE (SE) (1235)					\$ -				
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.							
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											Vent / Rain Shields, Flange Mounted, Price (\$#.###)	Vent / Rain Shields, Tape- On, Price (\$#.###)	Receiver / Hitch Package, Price (\$#.###)
Sub-Group A: VAN, PASSENGER	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
		Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES

Attachment D.3: Price Sheet - Minivans and Vans - **REVISED**

Commodity Code: 25101505 (MINIVANS OR VANS)

Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.

Submitted By:

<Insert Organization Name>

Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -				
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				

KEY:

N/A - Not Available



ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
<div>Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD</div>	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)					\$ -											
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)					\$ -											
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)					\$ -											
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)					\$ -											
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)					\$ -											
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)					\$ -											
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)					\$ -											
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)					\$ -											
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)					\$ -											
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)					\$ -											
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)					\$ -											
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)					\$ -											
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)					\$ -											
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)					\$ -											
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)					\$ -											
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)					\$ -											
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)					\$ -											
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)					\$ -											
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)					\$ -											
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)					\$ -											
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)					\$ -											
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)					\$ -											
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)					\$ -											
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)					\$ -											
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)					\$ -											
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)					\$ -											
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)					\$ -											
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)					\$ -											
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)					\$ -											
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)					\$ -											
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)					\$ -											
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)					\$ -											
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)					\$ -											
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)					\$ -											
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)					\$ -											
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)					\$ -											
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)					\$ -											
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)					\$ -											
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)					\$ -											
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)					\$ -											
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)					\$ -											
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)					\$ -											
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)					\$ -											
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)					\$ -											

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					



## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.



### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
<b>Five-Year Average</b>			<b>2.40%</b>

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.



## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab



in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.



Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

- 2.3.1 Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- 2.3.2 Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM



Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.



### 3.13.1 Vehicle Needs

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### 3.13.2 Price Quotes

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

### 3.13.3 DMS Approval (State Agency Only)

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### 3.13.4 Purchase Order (State Agency Only)

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>





**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Garber Chrysler-Dodge Truck, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Chrysler-Dodge Truck, Inc.  
3408 Highway 17  
Green Cove Springs, Florida 32043  
Telephone: (904) 264-4502  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Garber Chrysler-Dodge Truck, Inc.**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Chrysler-Dodge Truck, Inc.  
3408 Highway 17  
Green Cove Springs, Florida 32043  
Telephone: (904) 264-4502  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

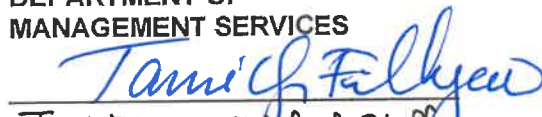
**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Garber Chrysler-Dodge Truck, Inc.**

  
\_\_\_\_\_

11-14-19  
\_\_\_\_\_  
**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
\_\_\_\_\_  
Tami Fillyaw, Chief of Staff

11/15/19  
\_\_\_\_\_  
**Date:**

# EXHIBIT A

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;



AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:



- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product

and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 ~~Attachment D.2: Price Sheet – Automobiles and Cars~~ Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 ~~Attachment D.3: Price Sheet – Minivans and Vans~~ Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required



Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (D.1—D.6) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses **not** to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and **not** offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses **not** to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses **not** to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and **not** offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. **Please submit the price sheet(s) in Excel format.** If the Bidder chooses **not** to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																						
Attachment D.1: Price Sheet - Police Vehicles - REVISED																						
Commodity Code: 25101702 (POLICE VEHICLES)																						
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																						
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>											
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)		
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -													N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -													
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -													
	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -													
5		2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -														
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Dodge	6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -													N/A
		7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -													
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)						\$ -													
	Ford	9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -													
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -													
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -												
Dodge		12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -													
Ford		13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -													
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -													
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Chevrolet	15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -													
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -													
	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -													
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -													
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -													
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -													
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -													N/A
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -													
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -													
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -													
	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 5'7 Box (DS6T98)						\$ -													
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>											
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)										
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -													
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -													
KEY: N/A - Not Available																						

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<b>Sub-Group<sup>1</sup> A: AUTOMOBILE</b>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.					
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$#,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
34		2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -				
35		2020 Toyota Prius Prime LE (SE) (1235)					\$ -				
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.							
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											Vent / Rain Shields, Flange Mounted, Price (\$#.###)	Vent / Rain Shields, Tape- On, Price (\$#.###)	Receiver / Hitch Package, Price (\$#.###)
Sub-Group A: VAN, PASSENGER	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
		Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.							
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <small>(AUTOFILLS)</small>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch, Package, Price (\$#.###)</a>
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -				
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -				
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -				
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -				
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -				
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -				
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -				
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -				
		157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -					
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -				
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -				
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -				
			161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)					\$ -				
KEY: N/A - Not Available													

ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 Inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					



## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and



**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**



**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49



## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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

**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**



## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.



- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the

Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**

- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and



**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between

8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**



**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



**State Term Contract  
No. 25100000-19-1  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Jeffrey-Allen, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The initial contract term shall be for one (1) year. The Initial Contract Term shall begin on November 17, 2019. The Contract shall expire on November 16, 2020, unless terminated earlier in accordance with Section 2 of the Special Contract Conditions, Exhibit A.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial contract term, pursuant to the incorporated Special Contract Conditions, Exhibit A.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Special Contract Conditions
- b) Exhibit B: Addenda of ITB, in reverse order of issuance.
- c) Exhibit C: Scope of Work
- d) Exhibit D: Price Sheet(s)
- e) Exhibit E: ITB, and all ITB Attachments

**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Ben Sverdlow  
Jeffrey-Allen, Inc.  
4401 N. US HWY 301  
Tampa, Florida 33610  
Telephone: (813) 215-6559  
Email: [Sales@Jeffreyalleninc.com](mailto:Sales@Jeffreyalleninc.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Jeffrey-Allen, Inc.**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**



**State Term Contract No. 25100000-19-1  
For  
Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**


Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

**Contractor's Contract Manager:**

Ben Sverdlow  
Jeffrey-Allen, Inc.  
4401 N. US HWY 301  
Tampa, Florida 33610  
Telephone: (813) 215-6559  
Email: [Sales@Jeffreyalleninc.com](mailto:Sales@Jeffreyalleninc.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.


**Jeffrey-Allen, Inc.**



**Date:**

11-14-19

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

  
Tami Fillyaw, Chief of Staff

**Date:**

11/15/19

# EXHIBIT A

## SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must 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, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The



Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.



## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT B



**Invitation to Bid (ITB)  
Motor Vehicles**

**ITB No. 02-25100000-G**

**Addendum No. 1**

**ITB Revisions and Questions and Answers**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 02-25100000-G as noted within this Addendum. Strikethrough represents deletions and underline represents additions. 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 must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

No.	Question	Answer
1.	Line item withdraw. On the telephone conference a vendor asked if the State would allow for a single line item withdraw from their bid submittal in the event a Scribner [sic] error is found after tabulation. While we all strive to submit perfect bids their [sic] are occasional key stroke errors and the opportunity to withdraw from a single commodity would be greatly appreciated.	A Bidder is responsible for the content and accuracy of its bid. A bid may be modified or withdrawn at any time prior to the deadline to submit a bid due date. Please see ITB Subsection 1.13, Modification or Withdrawal of Bid, and Subsection 2.4.2.2. Also, please see below item 1.c. of this addendum and the revised ITB Subsection 1.12.6, Firm Bid.
2.	<p>3.30 Contract Reporting 3.30.1 Transaction Fee Reports</p> <p>The awarded Bidder(s) from this solicitation will be required to pay 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.</p> <p>According to the publication of rule 60A-1.031 effective 03/02/2017, this transaction fee is 1%. but on the conference call the other day 0.7% was mentioned.</p> <p>Questions Please let us know what the contract fee will be? Verify it will remain constant for the duration of the contract?</p>	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only.
3.	<p>Question pertaining to State of Florida Base Vehicle Specifications, General Requirements Section E. From Section E: OEM standard satellite radio systems and entertainment / communication / cellular telephone systems are not required and shall be deleted where possible (e.g. OnStar, Sirius). This does not apply to hands free (e.g. Bluetooth) systems.</p> <p>If the Deletion of OnStar also deletes Bluetooth, does the state want it deleted?</p>	Bluetooth is acceptable if the Bluetooth functions without a subscription to OnStar or satellite radio systems.
4.	Commodity Code: 25101702 (POLICE VEHICLES) Sub Group D Request Addition of Model	Please see the revised Attachment D.1 Price Sheet – REVISED. Bidders must

	2020 Chevrolet Tahoe 4WD PPV (CK15706, 9C1)	submit the most current version of each attachment in submitting a Bid.
5.	<p>25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models</p> <p>2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)</p>	Please see the revised Attachment D.2 Price Sheet – REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
6.	<p>Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes.</p> <p>Replace the name Silverado with LCF</p> <p>Line # Representative Model</p> <p>1 2020 Chevrolet LCF 4500HD Crew Cab 150" WB WT (CT33043) 2 2020 Chevrolet LCF 4500HD Crew Cab 176" WB WT (CT34043) 3 2020 Chevrolet LCF 4500HD Reg Cab 109" WB WT (CT31003) 4 2020 Chevrolet LCF 4500HD Reg Cab 132.5" WB WT (CT32003) 5 2020 Chevrolet LCF 4500HD Reg Cab 150" WB WT (CT33003) 6 2020 Chevrolet LCF 4500HD Reg Cab 176" WB WT (CT34003) 7 2020 Chevrolet LCF 4500XD Crew Cab 150" WB WT (CT43043) 8 2020 Chevrolet LCF 4500XD Crew Cab 176" WB WT (CT44043) 9 2020 Chevrolet LCF 4500XD Reg Cab 109" WB WT (CT41003) 10 2020 Chevrolet LCF 4500XD Reg Cab 132.5" WB WT (CT42003) 11 2020 Chevrolet LCF 4500XD Reg Cab 150" WB WT (CT43003) 12 2020 Chevrolet LCF 4500XD Reg Cab 176" WB WT (CT44003) 13 2020 Chevrolet LCF 5500HD Crew Cab 150" WB WT (CT53043) 14 2020 Chevrolet LCF 5500HD Crew Cab 176" WB WT (CT54043) 15 2020 Chevrolet LCF 5500HD Reg Cab 109" WB WT (CT51003) 16 2020 Chevrolet LCF 5500HD Reg Cab 132.5" WB WT (CT52003) 17 2020 Chevrolet LCF 5500HD Reg Cab 150" WB WT (CT53003) 18 2020 Chevrolet LCF 5500HD Reg Cab 176" WB WT (CT54003) 19 2020 Chevrolet LCF 5500HD Reg Cab 200" WB WT (CT55003) 20 2020 Chevrolet LCF 5500XD Reg Cab 109" WB WT (CT61003) 21 2020 Chevrolet LCF 5500XD Reg Cab 132.5" WB WT (CT62003) 22 2020 Chevrolet LCF 5500XD Reg Cab 150" WB WT (CT63003) 23 2020 Chevrolet LCF 5500XD Reg Cab 176" WB WT (CT64003) 24 2020 Chevrolet LCF 5500XD Reg Cab 200" WB WT (CT65003) 25 2020 Chevrolet LCF 5500XD Reg Cab 212" WB WT (CT66003)</p>	Please see the revised Attachment D.5 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
7.	<p>25101505 Sub Group A Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)</p> <p>Line # Representative Model</p> <p>20 2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y) 21 2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y) 22 2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y) 23 2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y) 24 2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C) 25 2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C) 26 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X) 27 2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X) 28 2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X) 29 2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)</p>	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

	30 2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y) 31 2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y) 32 2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y) 33 2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y) 34 2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C) 35 2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)	
<b>8.</b>	25101505 Sub Group B, 1/2 TON CARGO Amended Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 42 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y) 43 2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y) 44 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C) 45 2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C) 46 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y) 47 2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y) 48 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C) 49 2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>9.</b>	25101505 Sub Group B, 3/4 TON CARGO Ammended [sic] Descriptions required for the following Item #(s) (Swing Out RH Doors are now an option, no longer their own model code)  Line # Representative Model 72 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y) 73 2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y) 74 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C) 75 2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C) 76 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X) 77 2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U) 78 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X) 79 2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X) 80 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y) 81 2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y) 82 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C) 83 2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.
<b>10.</b>	25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)  Line # Representative Model 149 2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P) 150 2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P) 151 2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P) 152 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P) 153 2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P) 154 2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P) 155 2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P) 156 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P) 157 2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)	Please see the revised Attachment D.3 Price Sheet - REVISED. Bidder(s) must submit the most current version of each attachment in submitting a Bid.

1. ITB No. 02-25100000-G is hereby amended as follows, with the added language underlined, and the stricken language shown with a strikethrough:

- a. ITB Subsection 1.5, Contract Objective, is amended as follows:

**1.5 Contract Objective**

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) submitted by the Contractor, and any additional documentation (as required).

- b. ITB Subsection 1.7, Order of Precedence for this Solicitation, is amended as follows:

**1.7 Order of Precedence for this Solicitation**

In the event of conflict between any of the solicitation documents, the conflict will 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) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

- c. ITB Subsection 1.12.6, Firm Bid, is amended as follows:

**1.12.6 Firm Bid**

The Department intends to award a ~~contract~~ Contract(s) in accordance with the Timeline of Events of this solicitation. Following the Bid Opening, during which period open Bids shall remain firm and shall not be withdrawn until the Department executes awards a Contract(s).

- d. ITB Subsection 2.3.1 is amended as follows:

Bidders shall submit the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

- e. ITB Subsection 2.3.2 is amended as follows:

Bidder shall submit a completed **Attachment F, Revised** Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F, Revised Mandatory Responsive Requirements.**

- f. ITB Subsection 2.4.1.1, Attachments, is amended as follows:

#### 2.4.1.1 Attachments

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Price Sheet Instructions – REVISED and Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: REVISED Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

g. ITB Subsection 2.4.1.2, Other information to be submitted with a Bid, is amended as follows:

#### 2.4.1.2 Other information to be submitted with a Bid

- MSRP List: With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

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

Any Bidder whose 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, if 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 solicitation, "principal place of business" means the state in which the Bidder's high-level officers direct, control, and coordinate the Bidder's activities.

h. ITB Subsection 2.4.2, (Attachment D) (D.1-D.6), is amended as follows:

#### 2.4.2 Price Sheets (Attachment D)~~(D.1-D.6)~~

Bidders shall download the applicable **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product



and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions - REVISED and eight additional Excel files (~~Attachments D.1-D.6~~) (Attachments D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- ~~Attachment D.1 – Police Vehicles~~ **Attachment D.1 - Police Vehicles - REVISED**
- ~~Attachment D.2 – Automobiles and Cars~~ **Attachment D.2 - Automobiles and Cars - REVISED**
- ~~Attachment D.3 – Minivans and Vans~~ **Attachment D.3 - Minivans and Vans - REVISED**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- ~~Attachment D.5 – Product and Material Transport Vehicles~~ **Attachment D.5 - Product and Material Transport Vehicles - REVISED**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

**2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate area and formats required on the Price Sheet(s) (~~D.1—D.6~~). (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles).

**2.4.2.2** Review and follow the Price Sheet Instructions - Revised. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions - Revised.

**2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount,

or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).

**2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.

**2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.

**2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

i. ITB Subsection 2.8.1, Attachment D.1: Price Sheet – Police Vehicles, is amended as follows:

**2.8.1 Attachment D.1: Price Sheet – Police Vehicles Attachment D.1: Price Sheet - Police Vehicles - REVISED**

**2.8.2.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL

SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.4 Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

j. ITB Subsection 2.8.2, Attachment D.2: Price Sheet - Automobiles and Cars, is amended as follows:

**2.8.2 Attachment D.2: Price Sheet – Automobiles and Cars Attachment D.2: Price Sheet - Automobiles and Cars - REVISED**

**2.8.2.1 Sub-Group A: AUTOMOBILE** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

k. ITB Subsection 2.8.3, Attachment D.3: Price Sheet - Minivans and Vans, is amended as follows:

**2.8.3 Attachment D.3: Price Sheet – Minivans and Vans Attachment D.3: Price Sheet - Minivans and Vans - REVISED**

**2.8.3.1 Sub-Group A: VAN, PASSENGER; Sub-Group B: VAN, CARGO; and Sub-Group C: VAN, CUTAWAY, 2WD** shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- l. ITB Subsection 2.8.7, Attachment D.5: Price Sheet - Product and Material Transport Vehicles, is amended as follows:

**2.8.7 Attachment D.5: Price Sheet – Product and Material Transport Vehicles Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

- m. ITB Subsection 2.9, Rejection of Bids, is amended as follows:

**2.9 Rejection of Bids**

**2.9.1 Responsive and Responsible Bid**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity if the Department determines that doing so shall serve the Department's best interests. Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Bidders whose Bids 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

- n. ITB Subsection 3.2, Commodity Specifications and Standards, is amended as follows:

**3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome

Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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.**

- o. ITB Section 3.15, Transportation and Delivery, is amended as follows:

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required

Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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.

- p. ITB Section 3.19, Deletions, is amended as follows:

### **Section 3.19 Deletions**

During the Contract Term, the Department shall have the right to delete Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) ~~(D.1—D.6)~~ (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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.

- q. ITB Section 3.20, Price Adjustments, is amended as follows:

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI)

for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).



Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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.

- r. ITB Section 3.21, Ceiling Prices, is amended as follows:

### **3.21 Ceiling Prices**

The Representative Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (~~D.1—D.6~~) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

- s. ITB Section 4, Attachments, is amended as follows:

## Section 4 Attachments

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	<u>Price Sheet Instructions - REVISED and Price Sheet(s) (D.1—D.6) (D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles)</u>
Attachment E	Certification of Drug-Free Workplace
Attachment F	<u>REVISED</u> Mandatory Responsive Requirements
Attachment G	MSRP Certification
Attachment H	Price Quote Form (PQF)
Attachment I	Acknowledgement of Order Form
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment
Attachment K	Standard Draft Contract
Attachment L	Special Contract Conditions

- t. Attachment D, Price Sheet Instructions, is replaced in its entirety with the Attachment D, Price Sheet Instructions – REVISED, which is posted on the Vendor Bid System and MFMP Sourcing.
- u. Attachment F, Mandatory Responsive Requirements, is replaced in its entirety with the Attachment F, REVISED Mandatory Responsive Requirements document, which is posted on the Vendor Bid System and MFMP Sourcing.

**ITB No. 02-25100000-G, MOTOR VEHICLES****Attachment D - Price Sheet Instructions - REVISED****General Information**

**Attachment D - Price Sheet** includes these instructions and eight additional Excel files: **Attachment D.1 - Police Vehicles - REVISED**, **Attachment D.2 - Automobiles and Cars - REVISED**, **Attachment D.3 - Minivans and Vans - REVISED**, **Attachment D.4.1 - Sport Utility Vehicles**, **Attachment D.4.2 - Trucks Under One Ton**, **Attachment D.4.3 - One Ton Trucks**, **Attachment D.5 - Product and Material Transport Vehicles - REVISED**, and **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**.

**FILTERS:** Filters may be used to limit the price sheet to the **Sub-Group(s)**, **EPA/ Industry Class(es)**, **Manufacturer(s)/ Brand(s)**, and/or **Representative Models(s)** that the vendor would like to bid on. If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Please note that not all price sheets include an **EPA/ Industry Class** column.

**LINKED DOCUMENTS:** Specifications for each **Sub-Group**, **Identified Aftermarket Option** (if applicable), and **Required Aftermarket Option** (if applicable) are provided via linked documents, which are viewable by clicking on **bold, blue, and underlined text** within each price sheet.

**PRINTING:** Printing the price sheets will not automatically print linked documents; to print linked documents, open and print the documents individually.

**Instructions**

1. Enter the Bidder's name (i.e. vendor name) where **<Insert Organization Name>** appears at the top of the price sheet. The Bidder's name will appear in the **Organization Name** column for each **Representative Model** **after** the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) are entered in the bright yellow highlighted cells.
2. Enter the **Base Vehicle Price**, **OEM Options Discount**, and **Required Aftermarket Option Price** (if applicable) in the bright yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a **Base Vehicle Price**, an **OEM Options Discount**, and a **Required Aftermarket Options Price** (where applicable). If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **OEM Options Discount**, please enter a value of "0%".
3. Select the appropriate **Alternate Fuel Capable** value and enter the **Estimated Lead Time in Days** in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells.
4. Enter the **Identified Aftermarket Option Price(s)** (if applicable) in the soft yellow highlighted cells for each **Representative Model** the Bidder chooses to bid on. If the Bidder chooses not to bid on a **Representative Model**, do not enter information in these cells. If the Bidder chooses to bid on a **Representative Model** and not offer an **Identified Aftermarket Option(s)**, do not enter information in these cell(s).
5. Ensure that the **Organization Name** and **Calculated Price** appear for each **Representative Model** the Bidder chooses to bid on; if not, verify that all required information has been provided according to these instructions. All **Calculated Prices** that show as \$0.00, that show error codes, or that do not include a price in the **Base Vehicle Price** bid, a discount in the **OEM Options Discount** bid, and/or a **Required Identified Aftermarket Option Price** bid, as required, shall not be evaluated or considered for an award of this ITB for a Representative Model.
6. Please refer to the corresponding subscript reference below for additional information regarding each column shown on the price sheet.
7. Submit the price sheet(s) as instructed in the ITB. ***Please submit the price sheet(s) in Excel format.*** If the Bidder chooses not to bid on any **Representative Model** on an entire price sheet (i.e. Excel file), that price sheet does not need to be submitted.

**DO NOT EMAIL THE PRICE SHEET(S) TO THE PROCUREMENT OFFICER.**  
**Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).**

**Subscript References**

Subscript	Column	Explanation
1	Sub-Group	A specific series of vehicles within a Group (i.e. price sheet). If the price sheet does not include multiple Sub-Groups, the Sub-Group will be shown at the top of the price sheet, rather than in a column. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <b><u>bold, blue, and underlined text</u></b> .
2	EPA/ Industry Class	The U.S. Environmental Protection Agency's (EPA) categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (cubic feet). 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. Please note that not all price sheets include an <b>EPA/ Industry Class</b> column.
3	Manufacturer/ Brand	The original producer or provider of motor vehicles responsive to this solicitation.
4	Representative Model	A specific vehicle, which may include the manufacturer's name, trade name, brand name, make name, model name, model number, or other information listed by the Department which meets the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a manufacturer, port, and dealer on their standard base version of the vehicle.

5	Alternate Fuel Capable	<p>Denotes if the <b>Representative Model</b> is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p><b>S</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the <b>Representative Model</b>.</p> <p><b>O</b> = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>S/O</b> = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the <b>Representative Model</b>.</p> <p><b>N/A</b> = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the <b>Representative Model</b>.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p><b>If the Organization Name does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific <b>Representative Model</b>, equipped and configured according to the associated Base Vehicle Specification. The <b>Representative Model</b> must be as specified and comply with the Section 3 of the ITB (Scope of Work), as well as the complete requirements, specifications, terms, and conditions. Base Vehicle Specifications are provided via linked documents, which are viewable by clicking on the Sub-Group name in <u><b>bold, blue, and underlined text</b></u>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$32,000.00-\$33,500.00") are not accepted in this column.</b></p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific <b>Representative Model</b>, which will be applied in accordance with subsection 3.22 of the ITB (Scope of Work, OEM Options Discount). If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>OEM Options Discount</b>, please enter a value of "0%".</p> <p><b>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</b></p>
9	Calculated Price	<p>This cell is automatically calculated for each <b>Representative Model</b> in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and <b>Sub-Group</b>. The calculated amount will appear in the <b>Calculated Price</b> column for each <b>Representative Model</b> <u>after</u> the <b>Base Vehicle Price</b>, <b>OEM Options Discount</b>, and <b>Required Aftermarket Option Price</b> (if applicable) are entered in the bright yellow highlighted cells. The <b>Calculated Price</b> is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p><b>If the Calculated Price does not appear for each Representative Model the Bidder chooses to bid on, verify that all required information has been provided according to the instructions.</b></p>
10	Estimated Lead Time in Days (###)	<p>The approximate number of calendar days between the receipt of a purchase order, if awarded, and delivery of the <b>Representative Model</b> to the customer. Ranges (e.g. "30-45") are accepted in this column.</p>
11	Identified Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Identified Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Identified Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. If the Bidder chooses to bid on a <b>Representative Model</b> and <u>not</u> offer an <b>Identified Aftermarket Option(s)</b>, do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific <b>Required Aftermarket Option</b> for the specific <b>Representative Model</b>. Specifications are provided via linked documents, which are viewable by clicking on the <b>Required Aftermarket Option</b> name in <u><b>bold, blue, and underlined text</b></u>. If the Bidder chooses <u>not</u> to bid on a <b>Representative Model</b>, do not enter information in these cells. Please note that this column is included on only one price sheet, <b>Attachment D.1 - Police Vehicles - REVISED</b>.</p> <p><b>Prices must be provided as whole U.S. Dollars with no decimals (e.g. \$99,999.00). Ranges (e.g. "\$25.00-\$50.00") are not accepted in this column.</b></p>

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.1: Price Sheet - Police Vehicles - REVISED																					
Commodity Code: 25101702 (POLICE VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Required Aftermarket Option <sup>12</sup> Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Adjustable Rear Air Shock Absorbers, Price (\$\$,###)	Vent / Rain Shields, Flange Mounted, Price (\$\$,###)	Vent / Rain Shields, Tape-On, Price (\$\$,###)	Unity Spotlight LED, Price (\$\$,###)	Push Bumper, Sixteen Inches High, Price (\$\$,###)	Anti-Theft Security System, Automatic Activation, Price (\$\$,###)	Alternating Lamp Flashers, Price (\$\$,###)	Auxiliary Dome Light, Price (\$\$,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$\$,###)	Undercoating, Sprayed, Price (\$\$,###)	
Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED	Dodge	1	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		2	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48)						\$ -												
		3	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48)						\$ -												
	Ford	4	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
5		2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -													
Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED	Dodge	6	2020 Dodge Challenger R/T RWD 2dr Sdn (LADP22 28H)						\$ -												N/A
		7	2020 Dodge Charger 4dr Sdn Police AWD (LDDE48, AEB)						\$ -												
		8	2020 Dodge Charger 4dr Sdn Police RWD (LDDE48, AEB)					N/A	\$ -												
	Ford	9	2020 Ford Mustang 2dr Fastback GT (P8C)						\$ -												
		10	2020 Ford Sedan Police Responder Hybrid FWD (POA)						\$ -												
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Chevrolet	11	2020 Chevrolet Tahoe 2WD Police Pursuit Vehicle (PPV) (CC15706, 9C1)						\$ -											
Dodge		12	2020 Dodge Durango Special Service Vehicle RWD (WDDE75)						\$ -												
Ford		13	2020 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)						\$ -												
		14	2020 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)						\$ -												
Chevrolet		15	2020 Chevrolet Tahoe 4WD Police Pursuit Vehicle (PPV) (CK15706, 9C1)						\$ -												
		16	2020 Chevrolet Tahoe Special Service Vehicle 4WD (CK15706, 5W4)						\$ -												
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD (INCLUDING ALL WHEEL DRIVE ("AWD"))	Dodge	17	2020 Dodge Durango Pursuit Vehicle AWD (WDEE75)						\$ -												N/A
		18	2020 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)						\$ -												
	Ford	19	2020 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)						\$ -												
		20	2020 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)						\$ -												
	Ford	21	2020 Ford F-150 Police Responder XL 2WD SuperCrew 5.5' Box (W1P)						\$ -												
		22	2020 Ford F-150 Police Responder XLT 2WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD	Ford	23	2020 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)						\$ -												N/A
		24	2020 Ford F-150 Police Responder XLT 4WD SuperCrew 5.5' Box (W1P)						\$ -												
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD	Ram	25	2020 Ram 1500 Special Service Vehicle CrewCab V8/4WD 57 Box (DS6T98)						\$ -												
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Special Paint - FHP, Price (\$\$,###)	Calculated Price <sup>9</sup>	Estimated Lead time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>										
											Slip-On Muffler, Price (\$\$,###)	Electric Siren, Price (\$\$,###)									
Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD	Harley-Davidson	26	2020 Harley-Davidson Electra Glide Police (FLHTP)						\$ -												
		27	2020 Harley-Davidson Road King Police (FLHP)						\$ -												
KEY: N/A - Not Available																					

ITB No. 02-25100000-G, MOTOR VEHICLES											
Attachment D.2: Price Sheet - Automobiles and Cars - <b>REVISED</b>											
Commodity Code: 25101503 (AUTOMOBILES OR CARS)											
<b>Sub-Group<sup>1</sup> A: AUTOMOBILE</b>											
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.											
Submitted By:		<Insert Organization Name>			Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <b>(AUTOFILLS)</b>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup> <a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a> <a href="#">Vent / Rain Shields, Tape- On, Price (\$#,###)</a>	
EPA Class: Compact Automobile	Chevrolet	1	2020 Chevrolet Bolt EV LT (1FB48)					\$ -			
	Hyundai	2	2020 Hyundai Accent SE Sedan Auto (17412F45)					\$ -			
		3	2020 Hyundai Accent SEL Sedan Auto (17442F45)					\$ -			
	Mitsubishi	4	2020 Mitsubishi Mirage ES CVT (MG44-A)					\$ -			
		5	2020 Mitsubishi Mirage G4 ES CVT (MG41-A)					\$ -			
	Nissan	6	2020 Nissan Versa 4dr Sdn 1.6 SV (10210)					\$ -			
		7	2020 Toyota Corolla 4dr Sdn CVT Auto L (SE) (1832)					\$ -			
	Toyota	8	2020 Toyota Corolla 4dr Sdn CVT Auto LE (SE) (1852)					\$ -			
		9	2020 Toyota Corolla Hybrid LE CVT (SE) (1882)					\$ -			
		10	2020 Toyota Yaris Hatchback LE Auto (SE) (1466)					\$ -			
		11	2020 Toyota Yaris Hatchback XLE Auto (SE) (1467)					\$ -			
		12	2020 Toyota Yaris Sedan L Auto (SE) (6266)					\$ -			
		13	2020 Toyota Yaris Sedan LE Auto (SE) (6262)					\$ -			
EPA Class: Mid-Size Automobile	Chevrolet	14	2020 Chevrolet Malibu 4dr Sdn LS w/ 1FL (1ZC69)					\$ -			
		15	2020 Chevrolet Malibu 4dr Sdn LT w/ 1LT (1ZD69)					\$ -			
	Ford	16	2020 Ford Fusion 4dr Sdn S FWD (P0G)					\$ -			
		17	2020 Ford Fusion 4dr Sdn S Hybrid FWD (P0U)					\$ -			
		18	2020 Ford Fusion 4dr Sdn SE FWD (P0H)					\$ -			
		19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
	Hyundai	20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
		21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
	Nissan	22	2020 Nissan Altima 4dr Sdn I4 2.5 S FWD (13110)					\$ -			
		23	2020 Nissan Altima 4dr Sdn V6 3.5 SV FWD (13510)					\$ -			
		24	2020 Nissan Kicks S FWD (21010)					\$ -			
		25	2020 Nissan Kicks SV FWD (21110)					\$ -			
		26	2020 Nissan Leaf S Hatchback (17010)					\$ -			
		27	2020 Nissan Leaf SV Hatchback (17110)					\$ -			
		28	2020 Nissan Sentra 4dr Sdn I4 CVT S (12010)					\$ -			
		29	2020 Nissan Sentra 4dr Sdn I4 CVT SV (12110)					\$ -			
	Toyota	30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
		31	2020 Toyota Camry LE Auto (2532)					\$ -			
		32	2020 Toyota Prius L Eco (SE) (1221)					\$ -			
		33	2020 Toyota Prius LE (SE) (1223)					\$ -			
		34	2020 Toyota Prius LE AWD-e (SE) (1263)					\$ -			
		35	2020 Toyota Prius Prime LE (SE) (1235)					\$ -			
EPA Class: Large-Size Automobile	Dodge	36	2020 Dodge Charger 4dr Sdn (LDDM48)					\$ -			
	Hyundai	37	2020 Hyundai Ioniq Hybrid Blue Hatchback (N0502FBS)					\$ -			
		38	2020 Hyundai Ioniq Hybrid SE Hatchback (N0512FBS)					\$ -			
		39	2020 Hyundai Sonata SE 2.4L (29402F4S)					\$ -			
		40	2020 Hyundai Sonata SEL 2.4L (29422F4S)					\$ -			
KEY: N/A - Not Available											

ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.							
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group A: VAN, PASSENGER</a>	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Chrysler	1	2020 Chrysler Voyager 4dr wgn L (RUCE53)					\$ -				
			2	2020 Chrysler Voyager 4dr wgn Lx (RUCLE53)					\$ -				
		Dodge	3	2020 Dodge Grand Caravan 4dr Wgn SE (RTKH53)					\$ -				
			4	2020 Dodge Grand Caravan 4dr Wgn SXT (RTKM53)					\$ -				
		Ford	5	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)					\$ -				
			6	2020 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)					\$ -				
			7	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)					\$ -				
			8	2020 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)					\$ -				
			9	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT (S8F)					\$ -				
			10	2020 Ford Transit Connect Wagon 4dr Wgn SWB XLT w/Rear Liftgate (E8F)					\$ -				
		Ram	11	2020 Ram ProMaster City Wagon 4dr Wgn (VMDL51)					\$ -				
			12	2020 Ram ProMaster City Wagon 4dr Wgn SLT (VMDH51)					\$ -				
		Toyota	13	2020 Toyota Sienna L FWD 7-Passenger (SE) (5328)					\$ -				
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Chevrolet	14	2020 Chevrolet Express Passenger RWD 2500 135" LS (CG23406)					\$ -				
			15	2020 Chevrolet Express Passenger RWD 2500 135" LT (CG23406)					\$ -				
			16	2020 Chevrolet Express Passenger RWD 3500 135" LS w/1LS (CG33406)					\$ -				
			17	2020 Chevrolet Express Passenger RWD 3500 135" LT w/1LT (CG33406)					\$ -				
			18	2020 Chevrolet Express Passenger RWD 3500 155" LS w/1LS (CG33706)					\$ -				
			19	2020 Chevrolet Express Passenger RWD 3500 155" LT w/1LT (CG33706)					\$ -				
		Ford	20	2020 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)					\$ -				
			21	2020 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)					\$ -				
			22	2020 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)					\$ -				
			23	2020 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)					\$ -				
			24	2020 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)					\$ -				
			25	2020 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)					\$ -				
			26	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)					\$ -				
			27	2020 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)					\$ -				
			28	2020 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)					\$ -				
			29	2020 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)					\$ -				
			30	2020 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)					\$ -				
			31	2020 Ford Transit Wagon T-350 148" Low Roof XL AWD (X9Y)					\$ -				
			32	2020 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)					\$ -				
			33	2020 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)					\$ -				
			34	2020 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)					\$ -				
			35	2020 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)					\$ -				
		Freightliner	36	2020 Freightliner Sprinter Passengar Van 2500 Standard Roof 170" (F2PV76)					\$ -				
			37	2020 Freightliner Sprinter Passenger Van 2500 Standard Roof 144" (F2PV46)					\$ -				
		Mercedes Benz	38	2020 Mercedes Benz Metris 126" wb pass van - gas (MMPV2G)					\$ -				
		Nissan	39	2020 Nissan NV3500 Passenger HD S V6 (65110)					\$ -				
			40	2020 Nissan NV3500 Passenger HD SV V6 (65210)					\$ -				
		Toyota	41	2020 Toyota Sienna LE FWD 8-Passenger (GS) (5338)					\$ -				
	Industry Class: Mini/Special Purpose Cargo Van	Ford	42	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			43	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			44	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			45	2020 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)					\$ -				
			46	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)					\$ -				
			47	2020 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)					\$ -				
			48	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)					\$ -				
			49	2020 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)					\$ -				
		Nissan	50	2020 Nissan NV200 I4 S (66110)					\$ -				
			51	2020 Nissan NV200 I4 SV (66210)					\$ -				
		Ram	52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)					\$ -				
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
<a href="#">Sub-Group B: VAN, CARGO</a>	Industry Class: 1/2 Ton Cargo Van	Ford	54	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)					\$ -				
			55	2020 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)					\$ -				
			56	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Dual Dr (E1D)					\$ -				
			57	2020 Ford Transit Cargo Van T-150 130" Med Rf 8600 GVWR Sliding RH Dr (E1C)					\$ -				
			58	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Sliding RH Dr (E2Y)					\$ -				
			59	2020 Ford Transit Cargo Van T-150 148" Low Rf 8600 GVWR Swing-Out RH Dr (E9Z)					\$ -				
		Freightliner	60	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Dual Dr (E2D)					\$ -				
			61	2020 Ford Transit Cargo Van T-150 148" Med Rf 8600 GVWR Sliding RH Dr (E2C)					\$ -				
			62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)					\$ -				
		Mercedes Benz	63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)					\$ -				
			64	2020 Mercedes Benz Metris 126" wb cargo van - gas (MMCA2G)					\$ -				
			65	2020 Mercedes Benz Metris 135" wb cargo van - gas (MMCA3G)					\$ -				
		Nissan	66	2020 Nissan NV1500 Cargo Standard Roof V6 SV (61110)					\$ -				
			67	2020 Ram ProMaster Cargo Van 1500 High Roof 136" WB (VF1L13)					\$ -				
		Ram	68	2020 Ram Promaster Cargo Van 1500 Low Roof 118" WB (VF1L11)					\$ -				
			69	2020 Ram ProMaster Cargo Van 1500 Low Roof 136" WB (VF1L12)					\$ -				
	Industry Class: 3/4 Ton Cargo Van	Chevrolet	70	2020 Chevrolet Express Cargo Van RWD 2500 135" (CG23405)					\$ -				
			71	2020 Chevrolet Express Cargo Van RWD 2500 155" (CG23705)					\$ -				
		Ford	72	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			73	2020 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			74	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			75	2020 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR AWD (R2C)					\$ -				
			76	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)					\$ -				
			77	2020 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR AWD (R3U)					\$ -				
			78	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)					\$ -				
			79	2020 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)					\$ -				
			80	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR RWD (R1Y)					\$ -				
			81	2020 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)					\$ -				
			82	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR RWD (R1C)					\$ -				
			83	2020 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)					\$ -				
		Freightliner	84	2020 Freightliner Sprinter 2500 High Roof 170" (F2CA76)					\$ -				
			85	2020 Freightliner Sprinter 2500 High Roof 170" EXT (F2CAE6)					\$ -				
			86	2020 Freightliner Sprinter 2500 High Roof I4 144" 4WD (F2PV4X)					\$ -				
			87	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2CV4G)					\$ -				
			88	2020 Freightliner Sprinter 2500 High Roof I4 144" RWD (F2PV4G)					\$ -				
			89	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CA7G)					\$ -				
			90	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2CV7G)					\$ -				
			91	2020 Freightliner Sprinter 2500 High Roof I4 170" RWD (F2PV7G)					\$ -				
			92	2020 Freightliner Sprinter 2500 High Roof V6 144" 4WD (F2CV4X)					\$ -				
			93	2020 Freightliner Sprinter 2500 High Roof V6 170" 4WD (F2CV7X)					\$ -				
			94	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (F2CAEX)					\$ -				
			95	2020 Freightliner Sprinter 2500 High Roof V6 170" Extended 4WD (FXCAEX)					\$ -				
			96	2020 Freightliner Sprinter 2500 Standard Roof 144" (F2CA46)					\$ -				
			97	2020 Freightliner Sprinter 2500 Standard Roof I4 144" RWD (F2CA4G)					\$ -				
			98	2020 Freightliner Sprinter 2500 Standard Roof V6 144" RWD (FXCA46)					\$ -				
			99	2020 Freightliner Sprinter Crew 2500 High Roof 170" (F2CV76)					\$ -				
			100	2020 Freightliner Sprinter Crew 2500 Standard Roof 144" (F2CV46)					\$ -				
		Nissan	101	2020 Nissan NV2500 Cargo HD High Roof V6 S (62010)					\$ -				
			102	2020 Nissan NV2500 Cargo HD High Roof V6 SV (62110)					\$ -				
			103	2020 Nissan NV2500 Cargo HD High Roof V8 SV (62410)					\$ -				
			104	2020 Nissan NV2500 Cargo HD Standard Roof V6 S (61210)					\$ -				
			105	2020 Nissan NV2500 Cargo HD Standard Roof V6 SV (61310)					\$ -				
			106	2020 Nissan NV2500 Cargo HD Standard Roof V8 SV (61610)					\$ -				



ITB No. 02-25100000-G, MOTOR VEHICLES													
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>													
Commodity Code: 25101505 (MINIVANS OR VANS)													
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.													
Submitted By:		<Insert Organization Name>					Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.						
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>		
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>
	Industry Class: One Ton Cargo Van	Ram	107	2020 Ram ProMaster Cargo Van 2500 High Roof 136" WB (VF2L13)					\$ -				
			108	2020 Ram ProMaster Cargo Van 2500 High Roof 159" WB (VF2L16)					\$ -				
		Chevrolet	109	2020 Chevrolet Express Cargo Van RWD 3500 135" (CG33405)					\$ -				
			110	2020 Chevrolet Express Cargo Van RWD 3500 155" (CG33705)					\$ -				
		Ford	111	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)					\$ -				
			112	2020 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)					\$ -				
			113	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)					\$ -				
			114	2020 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr (W2X)					\$ -				
			115	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Sliding RH Dr (W2Y)					\$ -				
			116	2020 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)					\$ -				
			117	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Dual Dr (W2D)					\$ -				
			118	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)					\$ -				
			119	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 10360 GVWR Dual Dr (S4U)					\$ -				
			120	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi 9950 GVWR Dual Dr (F4U)					\$ -				
			121	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)					\$ -				
			122	2020 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)					\$ -				
		Freightliner	123	2020 Freightliner Sprinter 3500 High Roof 170" EXT Super Single (F3CAE6)					\$ -				
			124	2020 Freightliner Sprinter 3500 High Roof Super Single 170" (F3CA76)					\$ -				
			125	2020 Freightliner Sprinter 3500 High Roof V6 144" RWD (F3CV46)					\$ -				
			126	2020 Freightliner Sprinter 3500 High Roof V6 170" RWD (F3CV76)					\$ -				
			127	2020 Freightliner Sprinter 3500 Standard Roof Super Single 144" (F3CA46)					\$ -				
			128	2020 Freightliner Sprinter 3500XD High Roof V6 144" 4WD (FXCV4X)					\$ -				
			129	2020 Freightliner Sprinter 3500XD High Roof V6 144" RWD (FXCV46)					\$ -				
			130	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (F2CA7X)					\$ -				
			131	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCA7X)					\$ -				
			132	2020 Freightliner Sprinter 3500XD High Roof V6 170" 4WD (FXCV7X)					\$ -				
			133	2020 Freightliner Sprinter 3500XD High Roof V6 170" Extended RWD (FXCAE6)					\$ -				
			134	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCA76)					\$ -				
			135	2020 Freightliner Sprinter 3500XD High Roof V6 170" RWD (FXCV76)					\$ -				
			136	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (F2CA4X)					\$ -				
			137	2020 Freightliner Sprinter 3500XD Standard Roof V6 144" 4WD (FXCA4X)					\$ -				
		Nissan	138	2020 Nissan NV3500 Cargo HD High Roof V8 S (62510)					\$ -				
			139	2020 Nissan NV3500 Cargo HD High Roof V8 SV (62610)					\$ -				
			140	2020 Nissan NV3500 Cargo HD Standard Roof V8 S (61710)					\$ -				
			141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)					\$ -				
		Ram	142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)					\$ -				
			143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)					\$ -				
	Industry Class: One Ton and Above Cargo Van	Freightliner	144	2020 Freightliner Sprinter 4500 High Roof V6 144" RWD (F4CV46)					\$ -				
			145	2020 Freightliner Sprinter 4500 High Roof V6 170" Extended RWD (F4CAE6)					\$ -				
			146	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CA76)					\$ -				
			147	2020 Freightliner Sprinter 4500 High Roof V6 170" RWD (F4CV76)					\$ -				
			148	2020 Freightliner Sprinter 4500 Standard Roof V6 144" RWD (F4CA46)					\$ -				

ITB No. 02-25100000-G, MOTOR VEHICLES														
Attachment D.3: Price Sheet - Minivans and Vans - <b>REVISED</b>														
Commodity Code: 25101505 (MINIVANS OR VANS)														
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.														
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.								
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> <i>(AUTOFILLS)</i>	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Calculated Price <sup>9</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified Aftermarket Option <sup>11</sup>			
											<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#.###)</a>	<a href="#">Vent / Rain Shields, Tape- On, Price (\$#.###)</a>	<a href="#">Receiver / Hitch Package, Price (\$#.###)</a>	
<a href="#">Sub-Group C: VAN, CUTAWAY, 2WD</a>	Industry Class: 3/4 Ton and Above Cutaway Van	Ford	149	2020 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)					\$ -					
			150	2020 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)					\$ -					
			151	2020 Ford Transit Cutaway T-350 RWD DRW 138" WB 10360 GVWR (S6P)					\$ -					
			152	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 9950 GVWR (F6P)					\$ -					
			153	2020 Ford Transit Cutaway T-350 RWD DRW 156" WB 10360 GVWR (S6P)					\$ -					
			154	2020 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)					\$ -					
			155	2020 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)					\$ -					
			156	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)					\$ -					
			157	2020 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)					\$ -					
		Freightliner	158	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 144" WB (FXCC46)					\$ -					
			159	2020 Freightliner Sprinter 3500 Cab Chassis 2WD 170" WB (FXCC76)					\$ -					
			160	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 144" (F4CC46)					\$ -					
161	2020 Freightliner Sprinter 4500 Cab Chassis Standard Roof 170" (F4CC76)						\$ -							
KEY: N/A - Not Available														

ITB No. 02-25100000-G, MOTOR VEHICLES																				
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																				
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																				
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																				
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.														
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number		Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>									
											Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)	Receiver / Hitch Package, Price (\$#,###)	Service Body, 108 Inch Length, Price (\$#,###)	Service Body, 132 Inch Length, Price (\$#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price (\$#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price (\$#,###)	Nine Foot Stake Body (60 CA), Price (\$#,###)	Twelve Foot Stake Body (84 CA), Price (\$#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 2WD	Chevrolet	1		2020 Chevrolet 4500HD LCF Crew Cab 150" WB WT (CT33043)					\$ -											
		2		2020 Chevrolet 4500HD LCF Crew Cab 176" WB WT (CT34043)					\$ -											
		3		2020 Chevrolet 4500HD LCF Reg Cab 109" WB WT (CT31003)					\$ -											
		4		2020 Chevrolet 4500HD LCF Reg Cab 132.5" WB WT (CT32003)					\$ -											
		5		2020 Chevrolet 4500HD LCF Reg Cab 150" WB WT (CT33003)					\$ -											
		6		2020 Chevrolet 4500HD LCF Reg Cab 176" WB WT (CT34003)					\$ -											
		7		2020 Chevrolet 4500XD LCF Crew Cab 150" WB WT (CT43043)					\$ -											
		8		2020 Chevrolet 4500XD LCF Crew Cab 176" WB WT (CT44043)					\$ -											
		9		2020 Chevrolet 4500XD LCF Reg Cab 109" WB WT (CT41003)					\$ -											
		10		2020 Chevrolet 4500XD LCF Reg Cab 132.5" WB WT (CT42003)					\$ -											
		11		2020 Chevrolet 4500XD LCF Reg Cab 150" WB WT (CT43003)					\$ -											
		12		2020 Chevrolet 4500XD LCF Reg Cab 176" WB WT (CT44003)					\$ -											
		13		2020 Chevrolet 5500HD LCF Crew Cab 150" WB WT (CT53043)					\$ -											
		14		2020 Chevrolet 5500HD LCF Crew Cab 176" WB WT (CT54043)					\$ -											
		15		2020 Chevrolet 5500HD LCF Reg Cab 109" WB WT (CT51003)					\$ -											
		16		2020 Chevrolet 5500HD LCF Reg Cab 132.5" WB WT (CT52003)					\$ -											
		17		2020 Chevrolet 5500HD LCF Reg Cab 150" WB WT (CT53003)					\$ -											
		18		2020 Chevrolet 5500HD LCF Reg Cab 176" WB WT (CT54003)					\$ -											
		19		2020 Chevrolet 5500HD LCF Reg Cab 200" WB WT (CT55003)					\$ -											
		20		2020 Chevrolet 5500XD LCF Reg Cab 109" WB WT (CT61003)					\$ -											
		21		2020 Chevrolet 5500XD LCF Reg Cab 132.5" WB WT (CT62003)					\$ -											
		22		2020 Chevrolet 5500XD LCF Reg Cab 150" WB WT (CT63003)					\$ -											
		23		2020 Chevrolet 5500XD LCF Reg Cab 176" WB WT (CT64003)					\$ -											
		24		2020 Chevrolet 5500XD LCF Reg Cab 200" WB WT (CT65003)					\$ -											
		25		2020 Chevrolet 5500XD LCF Reg Cab 212" WB WT (CT66003)					\$ -											
		26		2020 Chevrolet Silverado Medium Duty 2WD Crew Cab 175" WB, 60" CA (CC56043)					\$ -											
		27		2020 Chevrolet Silverado Medium Duty 2WD Reg Cab 141" WB, 60" CA (CC56403)					\$ -											
	Ford	28		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)						\$ -										
		29		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)						\$ -										
		30		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)						\$ -										
		31		2020 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G)						\$ -										
		32		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)						\$ -										
		33		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)						\$ -										
		34		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)						\$ -										
		35		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)						\$ -										
		36		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)						\$ -										
		37		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)						\$ -										
		38		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XL (F4G)						\$ -										
		39		2020 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)						\$ -										
		40		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)						\$ -										
		41		2020 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)						\$ -										
		42		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)						\$ -										
		43		2020 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XLT (X4G)						\$ -										
		44		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)						\$ -										
		45		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)						\$ -										
		46		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)						\$ -										
		47		2020 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)						\$ -										
		48		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)						\$ -										
		49		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)						\$ -										
		50		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)						\$ -										
		51		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)						\$ -										
		52		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)						\$ -										
		53		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)						\$ -										
		54		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)						\$ -										
		55		2020 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)						\$ -										
		56		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)						\$ -										
		57		2020 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)						\$ -										
		58		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)						\$ -										
		59		2020 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)						\$ -										
	Ram	60		2020 Ram 4500 2WD Crew Cab 173" WB 60" CA Tradesman (DP4L93)						\$ -										
		61		2020 Ram 4500 2WD Crew Cab 197" WB 84" CA Tradesman (DP4L94)						\$ -										
		62		2020 Ram 4500 2WD Reg Cab 144" WB 60" CA Tradesman (DP4L63)						\$ -										
		63		2020 Ram 4500 2WD Reg Cab 168" WB 84" CA Tradesman (DP4L64)						\$ -										
		64		2020 Ram 4500 2WD Reg Cab 192" WB 108" CA Tradesman (DP4L65)						\$ -										
		65		2020 Ram 4500 2WD Reg Cab 204" WB 120" CA Tradesman (DP4L66)						\$ -										
		66		2020 Ram 5500 2WD Crew Cab 173" WB 60" CA Tradesman (DP5L93)						\$ -										
		67		2020 Ram 5500 2WD Crew Cab 197" WB 84" CA Tradesman (DP5L94)						\$ -										
		68		2020 Ram 5500 2WD Reg Cab 144" WB 60" CA Tradesman (DP5L63)						\$ -										
		69		2020 Ram 5500 2WD Reg Cab 168" WB 84" CA Tradesman (DP5L64)						\$ -										
		70		2020 Ram 5500 2WD Reg Cab 192" WB 108" CA Tradesman (DP5L65)						\$ -										
		71		2020 Ram 5500 2WD Reg Cab 204" WB 120" CA Tradesman (DP5L66)						\$ -										

ITB No. 02-25100000-G, MOTOR VEHICLES																					
Attachment D.5: Price Sheet - Product and Material Transport Vehicles - REVISED																					
Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)																					
Please refer to Attachment D - Price Sheet Instructions for general information, instructions, and subscript references.																					
Submitted By:		<Insert Organization Name>				Fill in the yellow highlighted cells for the Representative Model(s) your company chooses to bid on.															
Sub-Group <sup>1</sup>	Manufacturer/ Brand <sup>2</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount <sup>8</sup> (##%)	Calculated Price <sup>9</sup>	Estimated Lead Time in Days <sup>10</sup> (###)	Identified Aftermarket Option <sup>11</sup>											
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Receiver / Hitch, Package, Price, (\$#,###)</a>	<a href="#">Service Body, 108 Inch Length, Price (\$#,###)</a>	<a href="#">Service Body, 132 inch Length, Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (60 CA), Price (\$#,###)</a>	<a href="#">Two Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Three Cubic Yard HD Dump Body, Package (84 CA), Price (\$#,###)</a>	<a href="#">Nine Foot Stake Body (60 CA), Price (\$#,###)</a>	<a href="#">Twelve Foot Stake Body (84 CA), Price (\$#,###)</a>	<a href="#">Undercoating, Sprayed, Price (\$#,###)</a>	
<a href="#">Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS- CAB, 4WD</a>	Chevrolet	72	2020 Chevrolet Silverado Medium Duty 4WD Crew Cab 175" WB, 60" CA (CK56043)					\$ -													
		73	2020 Chevrolet Silverado Medium Duty 4WD Reg Cab 165" WB, 84" CA (CK56403)					\$ -													
	Ford	74	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XL (W4H)					\$ -													
		75	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 179" WB 60" CA XLT (W4H)					\$ -													
		76	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XL (W4H)					\$ -													
		77	2020 Ford Super Duty F-450 DRW 4WD Crew Cab 203" WB 84" CA XLT (W4H)					\$ -													
		78	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)					\$ -													
		79	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)					\$ -													
		80	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)					\$ -													
		81	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)					\$ -													
		82	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)					\$ -													
		83	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)					\$ -													
		84	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)					\$ -													
		85	2020 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)					\$ -													
		86	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)					\$ -													
		87	2020 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)					\$ -													
		88	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)					\$ -													
		89	2020 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)					\$ -													
		90	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)					\$ -													
		91	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)					\$ -													
		92	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)					\$ -													
		93	2020 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)					\$ -													
		94	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)					\$ -													
		95	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)					\$ -													
		96	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)					\$ -													
		97	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)					\$ -													
		98	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)					\$ -													
		99	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)					\$ -													
		100	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)					\$ -													
		101	2020 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)					\$ -													
		102	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)					\$ -													
		103	2020 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)					\$ -													
		104	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XL (X5H)					\$ -													
		105	2020 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)					\$ -													
	Ram	106	2020 Ram 4500 4WD Crew Cab 173" WB 60" CA Tradesman (DP9L93)						\$ -												
		107	2020 Ram 4500 4WD Crew Cab 197" WB 84" CA Tradesman (DP9L94)						\$ -												
		108	2020 Ram 4500 4WD Reg Cab 144" WB 60" CA Tradesman (DP9L63)						\$ -												
		109	2020 Ram 4500 4WD Reg Cab 168" WB 84" CA Tradesman (DP9L64)						\$ -												
		110	2020 Ram 4500 4WD Reg Cab 192" WB 108" CA Tradesman (DP9L65)						\$ -												
		111	2020 Ram 4500 4WD Reg Cab 204" WB 120" CA Tradesman (DP9L66)						\$ -												
		112	2020 Ram 5500 4WD Crew Cab 173" WB 60" CA Tradesman (DP0L93)						\$ -												
		113	2020 Ram 5500 4WD Crew Cab 197" WB 84" CA Tradesman (DP0L94)						\$ -												
		114	2020 Ram 5500 4WD Reg Cab 144" WB 60" CA Tradesman (DP0L63)						\$ -												
		115	2020 Ram 5500 4WD Reg Cab 168" WB 84" CA Tradesman (DP0L64)						\$ -												
		116	2020 Ram 5500 4WD Reg Cab 192" WB 108" CA Tradesman (DP0L65)						\$ -												
		117	2020 Ram 5500 4WD Reg Cab 204" WB 120" CA Tradesman (DP0L66)						\$ -												
KEY: N/A - Not Available																					

## Attachment F – Revised Mandatory Responsive Requirements

Revised Mandatory Responsive Requirements
The person submitting the Bid certifies that the person is authorized to respond to this solicitation on the Bidder's behalf. (Certifying by signature below)
The Bidder certifies that the Bidder is not a <a href="#">Discriminatory Vendor</a> or <a href="#">Convicted Vendor</a> , as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> or a <a href="#">Suspended Vendor</a> pursuant to Rule 60A-1.006, F.A.C. (Certifying by signature below)
The Bidder certifies that the Bidder is in compliance with Section 9 of the <a href="#">PUR 1001 form</a> as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
The Bidder certifies that it has carefully and thoroughly reviewed their prices on the Price Sheet(s) ( <del>Attachment D, D.1 – D.6</del> ) ( <a href="#">Attachments D, D.1 – Police Vehicles – REVISED, D.2 - Automobile and Cars – REVISED, D.3 - Minivans and Vans - REVISED, D.4.1 - Sport Utility Vehicles, D.4.2 - Trucks Under One Ton, D.4.3 - One Ton Trucks, D.5 - Product and Material Transport Vehicles – REVISED, and D.6 - Low Speed and Neighborhood Electric Vehicles</a> ) for accuracy and completeness. (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
The Bidder certifies that if awarded a Contract and prior to Contract execution, it will register and complete an electronic Florida Substitute Form W-9 and submit to the Department. (Certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Revised Mandatory Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT C

### Section 3 Scope of Work

#### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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 in Exhibit D: Price Sheet 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**



- 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 a Customer orders Non-Identified Aftermarket Options not procured under this Contract and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between



8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

### **3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

### **3.25 Gifts**

For the purposes of this Contract, 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.

### **3.26 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.

### **3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:



[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal Year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250



## **The State of Florida**

### **Department of Management Services**

#### **INVITATION TO BID**

**ITB No: 02-25100000-G**

#### **MOTOR VEHICLES**

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 or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>4</b>
1.1	Bid .....	4
1.2	Solicitation Overview .....	4
1.3	Definitions .....	4
1.4	Term .....	7
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for this Solicitation .....	8
1.8	Procurement Officer .....	8
1.9	Limitation on Contact with Government Personnel .....	9
1.10	Minor Irregularities .....	9
1.11	Special Accommodations .....	9
1.12	ITB Process .....	9
1.13	Modification or Withdrawal of Bid .....	11
1.14	Cost of Bid Preparation & Independent Preparation .....	11
1.15	Taxes .....	11
1.16	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>12</b>
2.1	General Instructions .....	12
2.2	Special Instructions .....	12
2.3	Mandatory Responsive Requirements .....	18
2.4	Contents of Bids .....	18
2.5	Additional Information .....	21
2.6	Post Award Requirements .....	21
2.7	Additional Documentation .....	22
2.8	Basis of Award .....	22
2.9	Rejection of Bids .....	26
<b>Section 3</b>	<b>Scope of Work .....</b>	<b>27</b>
3.1	Scope .....	27
3.2	Commodity Specifications and Standards .....	28
3.3	Options (OEM, Required Aftermarket, and Identified Aftermarket), Features, and Components .....	29
3.4	Luxury or Sport Vehicles or Features .....	29
3.5	Installation .....	30
3.6	Full Service Repair Facilities .....	30
3.7	Federal and State Standards .....	31
3.8	Acceptable Publications .....	31
3.9	Testing .....	32
3.10	Warranty .....	32
3.11	Recall(s) .....	32
3.12	Manufacturer's Last Order Date, Production Schedule Notification, and Vehicle Change Notification .....	32
3.13	Ordering Instructions .....	33
3.14	Acknowledgement of Order .....	36
3.15	Transportation and Delivery .....	37

3.16	Final Inspection and Acceptance .....	39
3.17	Commodity Compliance and Compatibility.....	40
3.18	Commodities Title and Registration .....	40
3.19	Deletions .....	41
3.20	Price Adjustment.....	41
3.21	Ceiling Prices.....	43
3.22	OEM Options Discount .....	43
3.23	Routine Communications.....	44
3.24	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	44
3.25	Gifts .....	44
3.26	Monitoring by the Department.....	44
3.27	Business Review Meetings.....	44
3.28	Manufacturer as the Contractor .....	45
3.29	Performance Qualifications.....	45
3.30	Contract Reporting.....	45
3.31	Contract Requirements/Financial Consequences .....	47
<b>Section 4</b>	<b>Attachments .....</b>	<b>49</b>
Attachment A	Timeline of Events.....	49
Attachment B	Vendor Information Form.....	49
Attachment C	Responsible Bidder Review Form.....	49
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6) .....	49
Attachment E	Certification of Drug-Free Workplace.....	49
Attachment F	Mandatory Responsive Requirements.....	49
Attachment G	MSRP Certification.....	49
Attachment H	Price Quote Form (PQF) .....	49
Attachment I	Acknowledgement of Order Form.....	49
Attachment J	Request for Acquisition of Motor Vehicle(s) and Mobile Equipment.....	49
Attachment K	Standard Draft Contract.....	49
Attachment L	Special Contract Conditions .....	49

## 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. 25100000-18-1**.

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 MyFloridaMarketPlace (MFMP) Sourcing. Bidders interested in submitting a bid should comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in the Instructions to Bidders section of this solicitation.

### 1.2 Solicitation Overview

The current STC for motor vehicles has an estimated annual spend volume of approximately \$21 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, Special 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 Bid

The official bid submitted by a vendor in response to this solicitation.

#### 1.3.3 Bidder

The entity supplying a bid to this solicitation.

#### 1.3.4 Commodity(ies)

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

#### 1.3.5 Commodity Code(s)

The 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.

**1.3.6 Component, Feature or Configuration**

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

**1.3.7 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its bid 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".

**1.3.8 Contract**

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

**1.3.9 Contractor**

The Vendor that has been awarded and enters into a Contract with the Department of Management Services to provide Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to Customers which meets the Contract requirements, specifications, terms, and conditions.

**1.3.10 Customer**

The ordering entity; includes State Agencies and Eligible Users.

**1.3.11 Dealer**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options of the Manufacturer responsive to this solicitation.

**1.3.12 Eligible User**

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

**1.3.13 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 carrying capacity.

**1.3.14 Group**

A collection of representative models described in the Scope of Work section of this solicitation.

**1.3.15 Identified Aftermarket Option(s)**

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



**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 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 Manufacturer's Suggested Retail Price (MSRP)**

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 Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options 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**

A collection of MSRPs and related information broken down by specific Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. 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 or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

**1.3.20 Net Price**

The final price after applying all discounts and credits.

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

An optional new and unused component not specified, not featured, or not configured in the Representative Model specifications and not identified by the Department or procured under this ITB. These optional components may be installed to the State of Florida Representative Model vehicle by the Manufacturer, Dealer, Port, or Customer, if ordered by the Customer. Equipment meets the requirements, specifications, terms, and conditions herein. Pricing for Non-Identified Aftermarket Options shall not exceed the current MSRP at the time of verification of the Customer order by the Department.

**1.3.22 Original Equipment Manufacturer (OEM)**

The 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**

The MSRP price of the OEM Option that is deducted from the vehicle price paid by the Customer if the OEM Option is removed from the Vehicle.

**1.3.25 Replacement Parts**

A motor vehicle Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled component.

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

A Department specified vehicle, 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 Required Aftermarket Options**

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

**1.3.28 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 Customers pursuant to section 287.056, Florida Statutes.

**1.3.29 Sub-Group**

A specific series of vehicles within a Group which are described in the Scope of Work section of this solicitation and linked documents therein.

**1.3.30 Vendor**

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.

**1.4 Term**

The initial term of the Contract shall be one (1) year with the option of renewal for a period that may not exceed one (1) year. Upon written agreement, the Contract may be renewed in whole or in part, at the renewal pricing outlined in the Renewal section of this solicitation. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to the Basis of Award section of this solicitation. The Contract shall be composed of the following: This solicitation, Special Contract Conditions, [PUR 1001](#), a final executed Standard Contract, Scope of Work, Price Sheet(s) (D.1 – D.6) submitted by the Contractor, and any additional documentation (as required).

### 1.6 Timeline of Events

Bidders shall become familiar with **Attachment A**, Timeline of Events. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) (VBS).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND BID DEADLINES SHOULD BE AS REFLECTED IN THE TIMELINE OF EVENTS.** The MyFloridaMarketPlace Sourcing'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 this Solicitation

In the event of conflict between any of the solicitation documents, the conflict will 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) (D.1 – D.6)
4. Special Contract Conditions
5. Draft Contract
6. PUR 1001, General Instructions to Bidders
7. ITB, excluding Section 3, and all ITB Attachments

### 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 on VBS. The Procurement Officer and contact information is listed below.

Procurement Officer for this ITB is:

Keith Smith

Associate Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Keith.Smith@dms.myflorida.com](mailto:Keith.Smith@dms.myflorida.com)

\*\*\*\*PLACE THE SOLICITATION NUMBER (ITB 02-25100000-G) 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)**

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

### **1.10 Minor Irregularities**

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the state to do so. There is no guarantee that the Department will waive a minor irregularity, omission or deviation, or that any Bidder with a bid containing a minor irregularity, deviation, or omission will be considered for award of this solicitation. 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 (5) 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), Florida Statutes. The Department posts an ITB on VBS to initiate the process, and also posts the solicitation in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via MFMP Sourcing 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**, Timeline of Events. 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**

A non-mandatory pre-bid conference will be held at the date and time specified in **Attachment A**, Timeline of Events. Attendance is optional. Public meetings conducted during this solicitation are open to members of the general public, current Vendors, potential Bidders, and interested persons.

#### **1.12.2 Question Submission**

The Department invites interested and registered bidders to submit written questions regarding the solicitation through MFMP Sourcing. In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab

in the solicitation dashboard. For information about registering with MFMP Sourcing, please see the MFMP Registration section of this solicitation. Bidders who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions must be submitted in MFMP Sourcing and must be received no later than the Question Submission Deadline listed in **Attachment A**, Timeline of Events.

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

Questions shall be answered 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. All questions timely submitted will be answered by an addendum and published 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 Department shall not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department on VBS. Questions to the Procurement Officer or to any Department personnel shall not constitute a formal protest of the specifications or the solicitation.

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

#### **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. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

#### **1.12.4 Public Opening**

Bids will be publicly opened on the date, time, and at the location indicated in **Attachment A**, Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with section 119.071(1)(b), F.S.

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

The Department will electronically post a Notice of Agency Decision on the VBS and MFMP Sourcing for review by interested parties at the time and location specified in **Attachment A**, Timeline of Events. This Notice of Agency Decision remains posted for a period of seventy-two (72) hours, not including Saturdays, Sundays, or state holidays.

#### **1.12.6 Firm Bid**

The Department intends to award a contract in accordance with the Timeline of Events of this solicitation, during which period open bids shall remain firm and shall not be withdrawn. If an award is not made within such time, all bids shall remain firm until the Department awards the Contract.

### **1.13 Modification or Withdrawal of Bid**

A Bidder is responsible for the content and accuracy of its bid. A Bidder may modify or withdraw its bid at any time prior to the deadline to submit a bid due date in accordance with **Attachment A**, Timeline of Events.

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

The costs related to the development and submission of a bid 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 bid each Bidder is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

### **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 resulting 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 resulting from this solicitation. 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.

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 **Attachment L**, Special Contract Conditions of this solicitation.

**Remainder of Page Intentionally Left Blank**

## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (2) parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06) is incorporated by reference, except as modified below, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the PUR 1001 and the Special Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 The following sections of the PUR 1001 are inapplicable:

Section 5 Questions.

Questions shall be submitted in accordance with Section 1.12.2, Question Submission, of this solicitation.

Section 14 Firm Response.

Bids submitted will remain firm in accordance with Section 1.12.6, Firm Bid, of this solicitation.

#### 2.2.2 The following section of the PUR 1001 is modified as follows:

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 bid, 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 bid, 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 Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), 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 funds:
  - Has within the preceding three (3) 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 (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default *that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- 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 Department and Customers, and their 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 Department 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, Florida Statutes.

### **2.2.3 Redacted Submissions**

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

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

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

### **2.2.4 Vendor Bid System**

The Department has designated VBS at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of procurement documents including, but not limited to, solicitations, addenda, agency decisions, and intended decisions.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement.

### 2.2.5 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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 forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP\\_U\\_IE\\_Compatibility\\_Job\\_Aid\\_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

**Remainder of Page Intentionally Left Blank**

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**2.2.6 MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

**2.2.7 MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**2.2.7.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**2.2.7.2 'Open' Status**

When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date and time listed in **Attachment A**, Timeline of Events.

The solicitation remains in 'Open' status until the deadline to submit bids in MFMP Sourcing date and time listed in **Attachment A**, Timeline of Events.

#### **2.2.7.3 'Pending Selection' Status**

After the deadline to submit bids in MFMP Sourcing listed in **Attachment A**, Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **2.2.7.4 'Completed' Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

### **2.2.8 MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

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

### **2.2.9 MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

### **2.2.10 Who May Respond**

Bidders who are in good standing with the State of Florida who possess the resources required to provide commodities and services described in this ITB may respond to this solicitation. Bidders who meet the qualifications, terms, and conditions of the Scope of Work may respond to this bid.

**Please Note: There should be only one Bid submitted by a bidder.**

### **2.2.11 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 program.

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 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **2.2.12 How to Submit a Bid**

Submit bids, including all required attachments and documents, electronically via MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events.

Bidders are responsible for ensuring the timely submission of their bid. The Department will not consider late bids. The Department will only review bids submitted using MFMP Sourcing. Failure to submit all of documentation in MFMP Sourcing 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\_Attachment\_A.pdf

JohnDoeLLC\_Attachment\_D.1.xlsx (Microsoft Excel)

### 2.2.13 Uploading Documentation

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

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 twenty (20) megabytes (MB) in size.

## 2.3 Mandatory Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive. Bidders that fail to submit the required documentation will be deemed non-responsive.

**2.3.1** Bidders shall submit the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6) for the Representative Model(s) that the bidder is submitting a Bid for in conformance with the instructions set forth in this solicitation.

**2.3.2** Bidder shall submit a completed **Attachment F**, Mandatory Responsive Requirements. **The Department will not review Bids from Bidders who do not certify they meet the minimum mandatory responsive requirements listed in Attachment F.**

## 2.4 Contents of Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees

to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation.

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.

#### **2.4.1 Attachments/Information to be submitted with a Bid**

The following documents should be uploaded into MFMP Sourcing with the Vendor's Bid Submittal:

##### **2.4.1.1 Attachments**

- Attachment B: Vendor Information Form.
- Attachment C: Responsible Bidder Review Form.
- Attachment D: Instructions and Price Sheet(s) (D.1 – D.6) for those Representative Model(s) the bidder is submitting a Bid for, in accordance with the instructions set forth in this solicitation.
- Attachment E: Certification of Drug-Free Workplace (if applicable).
- Attachment F: Mandatory Responsive Requirements.
- Attachment G: MSRP Certification. For each Bid submittal, obtain from each manufacturer a completed **Attachment G**, MSRP Certification.

##### **2.4.1.2 Other information to be submitted with a Bid**

- **MSRP List:** With the bid, provide one (1) applicable, current, complete MSRP List (as defined in subsection 1.3.19) for each Representative Model(s) within each Group (including Sub-Groups) in **Attachment D**, Price Sheet(s) (D.1 – D.6) for which a Bidder is submitting a Bid. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer). If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in subsection 1.3.19), the Bidder will provide a list(s) of vehicles to the Department that are pending price publication. The Bidder will provide updated Representative Model pricing for the list of vehicles pending price publication within five (5) business days of the date the manufacturer publishes Representative Model pricing.

Include the Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Representative Models and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date.

Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting the MSRP Supporting Documents. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

- **Out of State Preference Letter from Attorney (if applicable)**  
Any Bidder whose 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, if 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 solicitation, “principal place of business” means the state in which the Bidder’s high-level officers direct, control, and coordinate the Bidder’s activities.

#### **2.4.2 Price Sheets (Attachment D) (D.1 – D.6)**

Bidders shall download the applicable **Attachment D**, Price Sheet(s) (D.1 – D.6), fill out price sheet(s) for those Representative Model(s) that the bidder is submitting a bid for in accordance with the instructions referenced therein, and upload the filled-out price sheet(s) via MFMP Sourcing in Excel format. Attachment D consists of the Price Sheet Instructions and eight additional Excel files (Attachments D.1-D.6), which includes individual lines (rows) for each associated Representative Model (listed in alphabetical order by Sup-Group, EPA/ Industry Class (if applicable), Manufacturer/ Brand, and Representative Model and divided into sub-groups for organizational purposes). Specifications for each Sub-Group, Identified Aftermarket Option (if applicable), and Required Aftermarket Option (if applicable) are provided via linked documents, which are viewable by clicking on bold, blue, and underlined text within each price sheet. The eight price sheets include:

- **Attachment D.1 - Police Vehicles**
- **Attachment D.2 - Automobiles and Cars**
- **Attachment D.3 - Minivans and Vans**
- **Attachment D.4.1 - Light Trucks and Sport Utility Vehicles; Sport Utility Vehicles**
- **Attachment D.4.2 - Light Trucks and Sport Utility Vehicles; Trucks Under One Ton**
- **Attachment D.4.3 - Light Trucks and Sport Utility Vehicles; One Ton Trucks**
- **Attachment D.5 - Product and Material Transport Vehicles**
- **Attachment D.6 - Low Speed and Neighborhood Electric Vehicles**

- 2.4.2.1** Bidders may respond to as many of the listed Representative Models as desired but may only provide one bid per Representative Model. Supply all related information for each Representative Model in the appropriate areas and formats required on the Price Sheet(s) (D.1 – D.6).

- 2.4.2.2** Review and follow the Price Sheet Instructions. The Bidder is required to review its bid for accuracy and to submit complete information in accordance with the Price Sheet Instructions.
- 2.4.2.3** When entering a bid for a Representative Model, where there is no separate additional cost for a Required Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”), or the bid for that Representative Model shall be rejected as non-responsive. When entering a bid for a Representative Model, where there is no additional discount for OEM Options proposed by the bidder, enter a value of zero for the OEM Options Discount, or the bid for that Representative Model shall be rejected as non-responsive. The Department will not consider or evaluate a bid for a Representative Model that fails to contain a Base Vehicle Price, an OEM Options Discount, and a Required Aftermarket Options Price (where applicable).
- 2.4.2.4** When entering a bid for a Representative Model, where there is no separate additional cost for an Identified Aftermarket Option, enter a value of zero dollars and zero cents (“\$0.00”). If a Bidder submits a bid for a Representative Model and does not enter a price into a light yellow highlighted cell for an Identified Aftermarket Option, the Bidder shall not be permitted to offer the Identified Aftermarket Option if awarded a contract.
- 2.4.2.5** Values entered for OEM Options Discount, Identified Aftermarket Options, or Required Aftermarket Options, without a price submitted for the associated Base Vehicle Price, shall be rejected as non-responsive for the associated Representative Model.
- 2.4.2.6** Bidder’s initial bid prices shall be used for both the initial Contract term and any renewal Contract term. The price for any renewal Contract term shall be calculated using the Bidder’s initial submitted Bid prices and any subsequent Department approved price adjustments, as contemplated in the Price Adjustments section of the Scope of Work.

## **2.5 Additional Information**

By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Bidder should provide, additional supporting information or documentation. Failure to supply supporting information in MFMP Sourcing by the date and time specified in **Attachment A**, Timeline of Events, or documentation as required and requested may result in disqualification of the bid.

## **2.6 Post Award Requirements**

The following documents are required to be provided to the Department prior to Contract execution:

### **2.6.1 Registration with the Florida Department of State**

If awarded a Contract and prior to Contract execution, the Contractor shall provide a PDF file of their current and active registration with the Department of State. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authority pursuant to section 607.1503, F.S., from the



Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

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

If awarded a Contract and prior to Contract execution, the Contractor will register and complete an electronic Florida Substitute Form W-9 and submit to the Department.

### **2.7 Additional Documentation**

The following documents are required to be provided during the life of the Contract:

#### **2.7.1 Price Quote Form (PQF) (Attachment H)**

If awarded a Contract, the Bidder agrees to confirm pricing of Customer requested vehicle(s) using the Price Quote Form (**Attachment H**) in accordance with the Price Quote section listed in the Scope of Work.

#### **2.7.2 Acknowledgement of Order Form (Attachment I)**

If awarded a Contract, the Bidder agrees to provide a Customer with a completed Acknowledgement of Order Form (**Attachment I**) to notify the Customer of receipt of Customer's Purchase Order (PO) pursuant to the Acknowledgement of Order section listed in the Scope of Work.

### **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive and responsible Bidder(s) that submits the lowest Calculated Price for an individual Representative Model including, if applicable, OEM Options Discount and Required Aftermarket Options. Bidders may submit bids for multiple Representative Models; however, the Bidder may not submit more than one (1) bid for each individual Representative Model.

All submitted Bid prices and discounts must be submitted as a definitive number; no ranges will be accepted. The Department reserves the right to award 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. A Bidder may submit bids for more than one Representative Model and may receive awards for multiple Representative Models in accordance with the terms of the ITB. A single contract document will be executed for each awarded Bidder, regardless of the number of Representative Models awarded.

Multiple awards may be made to up to three (3) Bidders for each individual Representative Model if the Calculated Price of the Bidder is no greater than three percent (3%) above the lowest Calculated Price for that Representative Model. For those Representative Model(s) where, in determining a third awarded Bidder, there are multiple responsive and responsible Bidders with the exact same Calculated Price, the Department reserves the right to award more than three (3) Contracts per Representative Model to those responsive and responsible Bidders who are tied for the third Contract award.

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.

The calculation of the Calculated Price for an individual Representative Model shall vary depending on the Price Sheet and Sub-Group. The following calculations will be used to automatically determine the Calculated Price:

## **2.8.1 Attachment D.1: Price Sheet - Police Vehicles**

**2.8.1.1 Sub-Group A:** POLICE PURSUIT AUTOMOBILE, MARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

**2.8.1.2 Sub-Group B:** POLICE PURSUIT AUTOMOBILE, UNMARKED shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**2.8.1.3 Sub-Group C:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD; **Sub-Group D:** POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]; **Sub-Group E:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 2WD; and **Sub-Group F:** POLICE/SPECIAL SERVICE TRUCK, UNDER 1 TON, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 - D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

- 2.8.1.4 Sub-Group G:** POLICE PURSUIT MOTORCYCLE, ON-ROAD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

**A<sub>R</sub>** = Required Aftermarket Option Price offered.

## **2.8.2 Attachment D.2: Price Sheet - Automobiles and Cars**

- 2.8.2.1 Sub-Group A:** AUTOMOBILE shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.3 Attachment D.3: Price Sheet - Minivans and Vans**

- 2.8.3.1 Sub-Group A:** VAN, PASSENGER; **Sub-Group B:** VAN, CARGO; and **Sub-Group C:** VAN, CUTAWAY, 2WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.4 Attachment D.4.1: Price Sheet - Sport Utility Vehicles**

**2.8.4.1 Sub-Group A:** SPORT UTILITY VEHICLE, 2WD; and **Sub-Group B:** SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")] shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.5 Attachment D.4.2: Price Sheet - Trucks Under One Ton**

**2.8.5.1 Sub-Group C:** TRUCK, UNDER ONE TON, PICKUP, 2WD; and **Sub-Group D:** TRUCK, UNDER ONE TON, PICKUP, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.6 Attachment D.4.3: Price Sheet - One Ton Trucks**

**2.8.6.1 Sub-Group E:** TRUCK, ONE TON, PICKUP, 2WD; **Sub-Group F:** TRUCK, ONE TON, PICKUP, 4WD; **Sub-Group G:** TRUCK, ONE TON, CHASSIS-CAB, 2WD; and **Sub-Group H:** TRUCK, ONE TON, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM

Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.7 Attachment D.5: Price Sheet - Product and Material Transport Vehicles**

**2.8.7.1 Sub-Group A:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD; and **Sub-Group B:** TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.8.8 Attachment D.6: Price Sheet - Low Speed and Neighborhood Electric Vehicles**

**2.8.8.1 Sub-Group A:** LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV) shall be calculated as follows:

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

Where:

**B** = Base Vehicle Price offered.

**D** = OEM Options Discount offered; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25). 1 represents 100%; (1 – D) represents the percentage of the OEM Options MSRP that will be paid by the Customer after the OEM Options Discount is applied (e.g. 100% - 25% OEM Options Discount = 75% of the OEM Options MSRP will be paid by the Customer for OEM Options).

## **2.9 Rejection of Bids**

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall 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 and the Bid rejected as non-responsive. 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 that show as \$0.00, that show error codes, or that do not include a price in the Base Vehicle Price bid, a discount in the OEM Options Discount bid, and/or a Required Aftermarket Option Price bid, as required, shall not be evaluated or considered for an award for a Representative Model. If there is a conflict between these instructions and the pricing sheet, these instructions shall control.*

## Section 3 Scope of Work

### 3.1 Scope

Contractors shall provide new and unused motor vehicles in accordance with the specifications contained herein. The Representative Model, OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option (where applicable) offered under the Contract shall be classified under six (6) Groups, which are listed below and described in the linked specification documents:

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 A: 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 OR 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>LOW SPEED OR NEIGHBORHOOD ELECTRIC 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.

### **3.2 Commodity Specifications and Standards**

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Identified Aftermarket Options and Required Aftermarket Options listed in **Attachment D**, Price Sheet(s) (D.1 – D.6) were created based on known Customer needs and the respective Manufacturer's data. The ITB specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's ITB specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

All Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service (except as specified in the Options (Identified Aftermarket), Features and Components section of the Scope of Work and the Transportation and Delivery section of the Scope of Work);
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), 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 professional standards of 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 Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, 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 Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**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, Required Aftermarket, and Identified Aftermarket), Features, and Components**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified 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, Required Aftermarket 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 or sport vehicle and/or feature is. To date, the Department has determined luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**Remainder of Page Intentionally Left Blank**



- 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 a Customer orders Non-Identified Aftermarket Options not procured under this ITB and the installation of the Non-Identified Aftermarket Options is required, the Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Non-Identified Aftermarket Options, which is subject to DMS approval. The Department reserves the right to reject an installation charge if, within DMS's sole discretion, the proposed installation charge does not align with standard market prices. Contractor shall be responsible for placing and installing Identified Aftermarket Options in the required locations at no additional charge. 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 Certification, 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 Base Vehicle Price; however, an additional cost may occur for transfer of a vehicle body onto a Customer ordered vehicle by the Contractor. 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 (1) 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(s). Contractors must complete **Attachment B**, Vendor Information Form, 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 Customers “after warranty” service agreements for the maintenance and repair of commodities after the initial warranty expires, but not as a term of the resulting Contract of this solicitation. When ordered by a Customer, the Contractor should list this additional after warranty 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 shall contact the Department’s Contract Manager in writing, no later than twenty-four (24) hours after identification of the conflict.

### **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 1.3.19, 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 Customers 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 Customer to its specific website location.

### **3.9 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Customer 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 the Final Inspection and Acceptance section listed in the Scope of Work, and shall begin only at the time of acceptance by the Customer.

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 Base 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 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 or replaced with a Replacement Part and destroyed in compliance with all applicable laws, rules or regulations and the Department's instructions.

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

The Contractor shall notify the Department of a contracted vehicle manufacturer's Last Order Date by email and shall be received by the Department's 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 Department's 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 Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one (1) business day.

After receipt of a Purchase Order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with 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 the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. 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. Upon receipt of the required telephone notification and/or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all Purchase Orders received by the Vendor and maintained by the Customer after 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 to sell to Customers with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the price/model update in the format requested by the Department's Contract Manager. The intended replacement vehicle must be comparable to the awarded vehicle and 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 Contract Price for the awarded vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract duration, price updates shall be submitted in accordance to the Price Adjustment section listed in the Scope of Work. The Contractor shall provide any documents necessary for the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether the intended vehicle replacement exceeds the current Contract Price, whether the intended vehicle replacement is a comparable vehicle to the awarded vehicle, and whether the intended vehicle replacement meets or exceeds the Contract requirements, specifications, terms, and conditions and will either 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, remove the vehicle from the Contract.

**In the event that a model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven (7) calendar days.**

### **3.13 Ordering Instructions**

The following is a description of activities that will occur when ordering a vehicle. The Department and Contractor may amend the Ordering Instructions through a written amendment to the Contract.

### **3.13.1 Vehicle Needs**

All state agencies shall comply with section [287.151](#), Florida Statutes. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Price Quote Form (PQF) (**Attachment H**). The Customer is encouraged to seek more than one (1) quote from the identified awarded Contractors of the vehicle, where available.

### **3.13.2 Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested vehicle(s) using the Price Quote Form (PQF) (**Attachment H**). All requested Representative Model vehicle(s), OEM Options, OEM Options Discount(s), Identified Aftermarket Options, and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department. The Base Vehicle Price quoted for the Representative Model vehicle(s), OEM Options Discount, Identified Aftermarket Option(s), and Required Aftermarket Option(s) shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two (2) business days of the Contractor's receipt of the Customer's request for a quote.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage off MSRP for those Non-Identified Aftermarket Options ordered by the Customer.

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

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment (**Attachment J**); DMS Form MP6301 is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment).

The Customer shall submit a completed MSRP List and [DMS Form MP6301](#) (**Attachment J**), along with the PQF (**Attachment H**) completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

### **3.13.4 Purchase Order (State Agency Only)**

Once the order is approved by the Department, the Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the Department approved PQF (**Attachment H**). All orders submitted by Customers of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a Purchase Order:

**3.13.4.1** Under the Contract, Customers may only place, and Contractors shall only accept, Purchase Orders for vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the Purchase Order, for each vehicle ordered:

**3.13.4.1.1** Requesting Customer and their 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 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 (**Attachment H**) and accompanying 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 the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.6** Non-Identified Aftermarket Options not procured under this ITB shall be separately itemized on the PQF and the Purchase Order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this ITB shall not exceed the current MSRP at the time of verification by the Department;

**3.13.4.1.7** Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices Section and the Charges and Fees Section];

**3.13.4.1.8** New License Plate Fee (if applicable, per Commodities Title and Registration section of this solicitation);

**3.13.4.1.9** Any Customer special instructions, requirements, specifications, terms, and conditions; and

**3.13.4.1.10** The total cost for the Representative Model vehicle, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Non-Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

**3.13.4.2** The Contractor will, within seven (7) calendar days after receipt of the Purchase Order, place an order with the Manufacturer(s), unless the Contractor has the ordered Representative Model in their possession that meets the Customer's Purchase Order requirements. 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** The 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 allow for 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** The 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 may be cause for default proceedings and/or Contract termination.

### **3.14 Acknowledgement of Order**

The Acknowledgement of Order Form (**Attachment I**) 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. The Contractor must use this form and must not make any alterations.

#### **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 I**) to the Customer 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 and shall not exceed the Contract ceiling price for the Customer ordered vehicle. If a new model year of the awarded commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered vehicle.

The Contractor's proposed vehicle substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Acknowledgement of Order Form (**Attachment I**):

- 3.14.1.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 3.14.1.2** The Manufacturers' order confirmation information, unless the Contractor has the Representative Model which conforms with the Customer's Purchase Order in stock;
- 3.14.1.3** The OEM, Identified Aftermarket, and Required Aftermarket Option(s) in their possession, if applicable; and
- 3.14.1.4** The Manufacturer's associated production schedule
- 3.14.1.5** Manufacturer's Last Order date and date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Schedule notification, and, Vehicle Change section listed in the Scope of Work.

Submission of the Acknowledgement of Order Form (**Attachment I**) is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

### **3.15 Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Base Vehicle prices, OEM Options Net Prices, and accessory 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. For any delivery not made within the one hundred twenty (120) calendar day timeframe, the Department's Contract Manager must be notified and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories 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 (24) hours' written notice prior to delivery. Deliveries will be received only between



8:00 a.m. and 3:00 p.m. (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer in writing.

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 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 motor vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) 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 vehicle 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 the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable), Non-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 (PDI) 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 Contractor's current Price Sheet(s) (D.1 – D.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options (if applicable), Non-Identified Aftermarket Options (if applicable), and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the vehicle and instead provided with the documents listed herein;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) copy 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, Contract and Purchase Order terms and conditions, and the Manufacturer's MSRP 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 to the Commodity at no cost to Customer, including providing Replacement Parts. 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 the Commodity is 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 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 identified corrective action(s).

Should the Commodity require service or adjustments as part of the Customer identified corrective action(s), the Contractor shall, at the Contractor's expense, 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor 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 Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's 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 at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components;
- Replace at its own cost the Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/or Non-Identified Aftermarket Options, and/or the vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and/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 within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and/or procedure to obtain title and registration for the vehicle independent of the Contractor, and

chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order Form. However, the Customer 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 the Customer 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, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order.
- The Customer'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 Customer point of contact including the 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 Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options from this agreement by removing them from **Attachment D**, Price Sheet(s) (D.1 – D.6). Groups, Manufacturer or Brand Names, Representative Models, Required Aftermarket Options, or Identified Aftermarket Options 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 Adjustments

Prices may be adjusted with the introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and/or Identified Aftermarket Options awarded to the Contractor based on the average percent change of the Producers Price Index (PPI) for the applicable industry code set forth below between the months of September and October for the prior five (5) years. All requests must be submitted by the Contractor to the Department's 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 must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested adjustment for a price change for a particular vehicle may not exceed the applicable industry code average percent change of the PPI between the months of September and October for the prior five (5) years. Price increases shall not exceed the average percent change in PPI for the prior five (5) years or three (3) percent, whichever is less.

Price Adjustment Example:

Passenger Cars and Chassis (Industry Code 3361103361101):

Year	Sep	Oct	Difference
2014	128.7	132.9	3.26%
2015	131.5	134.9	2.59%
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
Five-Year Average			2.40%

**Formula:  $C + (C \times P) = \text{New Adjusted Price}$**

Where:

**C** = Current year Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 2.40% = 0.0240).

Example:  $\$20,000 + (\$20,000 \times 0.0240) = \$20,480$

The Department reserves the exclusive right to accept or reject any request for price adjustment. For any price adjustment exception which exceeds the average percent change of PPI between the months of September and October for the prior five (5) years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and must include supporting documentation for justification detailing substantial model improvements which provide additional value to the State. 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 Model Base Vehicle Price, Required Aftermarket Option Prices, and Identified Aftermarket Option Prices for each Representative Model listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Bidder's submitted Price Sheet(s) (D.1 – D.6) shall be the minimum discount applied to OEM Options.

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

In addition to total profit, the ceiling prices established for the Representative Model Base Vehicle Price, OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP), the Required Aftermarket Option Prices, 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** License Plate Transfer,
- 3.21.1.5** Preparation,
- 3.21.1.6** Packing,
- 3.21.1.7** Handling,
- 3.21.1.8** Freight,
- 3.21.1.9** Distribution,
- 3.21.1.10** Shipping,
- 3.21.1.11** Delivery to any point within the State of Florida,
- 3.21.1.12** Warranty,
- 3.21.1.13** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
- 3.21.1.14** Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

### **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 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 - (\$1.00 MSRP x 10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Options Net Prices shall be rounded to the nearest whole cent.

An OEM Option Credit (e.g., the Customer chooses to remove an OEM Option that is included in the Base Vehicle Price) shall be stated on the PQF Form (**Attachment H**) as the OEM Option MSRP with the OEM Option Discount applied. The OEM Option Net Credit shall be calculated as follows:

**Remainder of Page Intentionally Left Blank**

**Formula:  $M \times (1 - D) = \text{OEM Option Net Credit}$**

Where:

**M** = OEM Option MSRP.

**D** = OEM Options Discount for the Representative Model; percentages are expressed as decimals for calculation purposes (e.g., 25% = 0.25).

Example:

The Base Vehicle Price for Vehicle H (\$30,000) includes a toolbox; the Customer chooses to remove the toolbox. If the MSRP for the toolbox is \$200 and the OEM Option Discount for Vehicle H is 10%, the OEM Option Net Credit would be \$180 ( $\$200 \times (1 - 0.10)$ ). The Contractor would deduct the OEM Option Net Credit from the Base Vehicle Price for Vehicle H, resulting in a purchase price of \$29,820 ( $\$30,000 - \$180$ ).

**3.23 Routine Communications**

All routine communications and reports related to the Contract shall be addressed to the Department's Contract Manager. Contractors shall be required to update the Vendor Information Form (**Attachment B**) and submit it to the Department within seven (7) business days of any changes. Communications relating to a specific order shall be addressed to the contact person identified in the Purchase Order or the Department's 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, 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 non-renewal of the contract.

**3.25 Gifts**

For the purposes of this Contract, 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.

**3.26 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.

**3.27 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.

### **3.28 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 Information Portal](#).

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.

### **3.29 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. The 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.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### **3.30 Contract Reporting**

#### **3.30.1 Transaction Fee Reports**

The awarded Bidder(s) from this solicitation will be required to pay 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 in the [Vendor Information Portal \(VIP\)](#). Reports are due by the fifteenth (15<sup>th</sup>) day of each month for the previous reporting period. Initiation and submission of the Transaction Fee Reports are the responsibility of the Contractor without prompting or notification by the Department. 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:



[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

Assistance with submitting the Transaction Fee Report in VIP is also available 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, Monday through Friday.

### **3.30.2 Quarterly Sales Report**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [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). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. 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 the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

### **3.30.3 Diversity Report**

The Contractor shall report to each Customer (ordering entity) ten (10) business days after the end of the State fiscal year the 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 the resulting Contract of this solicitation.

### **3.30.4 Reporting Schedule**

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

<b>Report</b>	<b>Period Covered</b>	<b>Due Date(s)</b>
MFMP Transaction Report	Calendar month	Fifteen (15) calendar days after close of the period.
Quarterly Sales Report	State Fiscal Quarter	Fifteen (15) calendar days after close of the period.

Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period.
Ad hoc Report	As requested	Within the timeframe agreed to by the Department or Customer and the Contractor.

### 3.31 Contract Requirements/Financial Consequences

**Financial Consequences:** The following Contract Requirements/Financial Consequences listed in the table below may 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, within thirty (30) calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department or Customer (where applicable) and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The following Contract Financial Consequences do not limit a Customer's ability to negotiate additional financial consequences with a Contractor associated with performance of services under the Contract:

**Remainder of Page Intentionally Left Blank**

Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
<b>Section 3.12.</b> Manufacturer's Last Order Date Notification, Production Schedule Notification, and Vehicle Change Notification	The Contractor shall adhere to the notification requirements within Section 3.12 of this solicitation.	As needed	No later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250
<b>Section 3.31, sub-section 3.31.1.</b> Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report each month.	Calendar Month	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.2.</b> Submission of complete and accurate Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report for each State fiscal quarter.	State Fiscal Quarter	(15) calendar days after close of the reporting period.	\$250
<b>Section 3.31, sub-section 3.31.3.</b> Diversity Report (submitted to the Customer)	Provide annual report	State Fiscal year	Ten (10) business days after the end of the State fiscal year	\$250
Ad hoc report(s)	Ad hoc reports as requested.	As requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor.	Not to exceed \$250

## **Section 4 Attachments**

<b>Attachment A</b>	<b>Timeline of Events</b>
<b>Attachment B</b>	<b>Vendor Information Form</b>
<b>Attachment C</b>	<b>Responsible Bidder Review Form</b>
<b>Attachment D</b>	<b>Instructions and Price Sheet(s) (D.1 – D.6)</b>
<b>Attachment E</b>	<b>Certification of Drug-Free Workplace</b>
<b>Attachment F</b>	<b>Mandatory Responsive Requirements</b>
<b>Attachment G</b>	<b>MSRP Certification</b>
<b>Attachment H</b>	<b>Price Quote Form (PQF)</b>
<b>Attachment I</b>	<b>Acknowledgement of Order Form</b>
<b>Attachment J</b>	<b>Request for Acquisition of Motor Vehicle(s) and Mobile Equipment</b>
<b>Attachment K</b>	<b>Standard Draft Contract</b>
<b>Attachment L</b>	<b>Special Contract Conditions</b>



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 11-25101600-C**

**MEDIUM AND HEAVY TRUCKS**

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction .....</b>	<b>5</b>
1.1	Bid .....	5
1.2	Solicitation Overview .....	5
1.3	Definitions .....	5
1.4	Term .....	8
1.5	Contract Objective .....	8
1.6	Timeline of Events .....	8
1.7	Order of Precedence for Solicitation .....	8
1.8	Procurement Officer.....	8
1.9	Limitation on Contact with Government Personnel.....	9
1.10	Special Accommodations.....	9
1.11	Lobbying Disclosure .....	9
1.12	ITB Process .....	9
1.12.1	Question Submission .....	10
1.12.2	Solicitation Addenda .....	10
1.12.3	Protest of Terms, Conditions, and Specifications .....	10
1.12.4	Public Opening .....	10
1.12.5	Electronic Posting of Notice of Intended Award.....	10
1.12.6	Protest of Notice of Intended Award.....	11
1.13	Firm Response .....	11
1.14	Modification or Withdrawal of Bid .....	11
1.15	Cost of Response Preparation and Independent Preparation .....	11
1.16	Taxes .....	11
1.17	Disclosure of Bid Contents.....	11
1.18	Contract Formation .....	11
<b>Section 2</b>	<b>Instructions to Bidders .....</b>	<b>13</b>
2.1	General Instructions.....	13
2.2	Special Instructions.....	13
2.2.1	MFMP Registration .....	13
2.2.2	How to Submit a Bid .....	14
2.2.3	Sourcing Tips and Training .....	14
2.2.4	Commitment to Diversity in Government Contracting.....	15
2.2.5	Who May Respond .....	15
2.2.6	Manufacturer's Name and Approved Equivalents .....	16
2.2.7	Mandatory Requirements or Conditions .....	16
2.2.8	Bidder Qualification Questions .....	16
2.3	Contents of Bid .....	17
2.3.1	Part 1 - Vendor Information (Attachment B) .....	17
2.3.2	Part 2 - Past Performance (Attachment C).....	17
2.3.3	Part 3 - Price Sheet Submission (Attachment D).....	18
2.3.4	Part 4 - Other Information .....	20
2.4	Supporting Documents .....	21
2.5	Full-Service Repair Facilities .....	22
2.6	Responsiveness Criteria .....	22
2.7	Alternate Responses .....	22
2.8	Basis of Award.....	22
2.8.1	Calculated Score .....	23
2.9	Preference to Florida Vendors .....	23
2.10	Tie Bids .....	23

2.11	Rejection of Bids.....	23
2.12	Minor Irregularities/Right to Reject.....	23
2.13	Redacted Submissions .....	23
2.14	Additional Information .....	24
<b>Section 3</b>	<b>Description of Scope.....</b>	<b>25</b>
3.1	Scope .....	25
3.2	Commodity Specifications and Standards.....	25
3.2.1	Truck Body Specifications.....	26
3.3	Options (including OEM), Features, and Components .....	27
3.4	Luxury or Sport Vehicles or Features.....	27
3.5	Installation .....	27
3.5.1	Body Transfer and 3 <sup>rd</sup> Party Body Installations.....	27
3.6	Federal and State Standards .....	28
3.7	Acceptable Publications.....	28
3.	Manufacturer's Standard Warranties;.....	28
4.	The Manufacturer's official fleet or retail websites.....	28
3.8	Testing .....	28
3.9	Warranty .....	29
3.10	Recall(s) .....	29
3.11	Manufacturer's Last Order Date, Production Notification, and Representative Model Change .....	29
3.12	Ordering Instructions .....	30
3.12.1	Vehicle Needs.....	30
3.12.2	Price Quotes.....	30
3.12.3	DMS Approval (State Agency Only) .....	31
3.12.4	Purchase Order .....	31
3.13	Acknowledgement of Order .....	32
3.13.1	Accept Order.....	32
3.14	Transportation and Delivery.....	33
3.15	Final Inspection and Acceptance .....	34
3.16	Commodity Compliance and Compatibility.....	35
3.17	Commodities Title and Registration .....	36
<b>Section 4</b>	<b>Contract Conditions .....</b>	<b>38</b>
4.1	General Contract Requirements .....	38
4.2	Special Contract Requirements .....	38
4.3	Cooperation with the Inspector General.....	38
4.4	Pricing .....	38
4.5	Financial Consequences for Nonperformance .....	38
4.6	Contract Overlap .....	38
4.7	Additions and Deletions .....	38
4.8	Price Adjustment .....	39
4.9	Ceiling Prices.....	40
4.9.1	Charges and Fees .....	40
4.10	OEM Options Discount .....	40
4.11	Routine Communications.....	40
4.12	Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements .....	40
4.13	Insurance Requirements.....	41
4.14	Notice of Legal Actions .....	41
4.15	Public Records .....	41
4.15.1	Access to Public Records .....	41

4.15.2	Protection of Trade Secrets or Other Confidential Information .....	42
4.15.3	Retention of Records .....	43
4.16	Cancellation.....	43
4.17	Intellectual Property .....	43
4.18	Vendor Ombudsman.....	43
4.19	Monitoring by the Department.....	43
4.20	Scrutinized Company List .....	43
4.21	Business Review Meetings .....	43
4.22	E-Verify .....	44
4.23	Manufacturer as the Contractor .....	44
4.24	Subcontracting.....	44
4.25	Performance Qualifications .....	44
4.26	Contract Reporting.....	45
4.26.1	Quarterly Sales Report (Contract Deliverable) .....	45
4.26.2	MFMP Transaction Fee Reports .....	45
4.26.3	Preferred Pricing Affidavit Requirement (Attachment F) .....	46
4.26.4	Savings/Price Reductions (Attachment G) .....	46
4.26.5	Diversity Reporting.....	46
4.27	Contract Termination .....	46
4.27.1	Termination for Convenience .....	46
4.27.2	Termination for Cause .....	46
4.28	Force Majeure .....	47
<b>Section 5</b>	<b>Attachments .....</b>	<b>48</b>
Attachment A	Timeline (section 1.6) .....	48
Attachment B	Vendor Information Form (section 2.3.1) .....	48
Attachment C	Past Performance Form (section 2.3.2) .....	48
Attachment D	Price Sheet (section 2.3.3) .....	48
Attachment E	State of Florida Drug-Free Workplace Certification (section 2.3.4.3) .....	48
Attachment F	Preferred Pricing Affidavit (section 2.3.4.4).....	48
Attachment G	Savings/Price Reduction Form (section 2.3.4.5).....	48
Attachment H	MSRP Certification (section 2.3.4.6).....	48
Attachment I	Manufacturer's Certification (section 2.3.4.7).....	48
Attachment J	Price Quote Form (PQF) (section 3.12.2) .....	48
Attachment K	Acknowledgement of Order Form (section 3.13).....	48
Attachment L	Request for Purchase of Mobile Equipment (section 3.12.3, State Agency Only) .....	48
Attachment M	Sample Price/Model Update Form (section 4.8) .....	48
Attachment N	Quarterly Sales Report (section 4.26.1).....	48
Attachment O	Standard Draft Contract.....	48
Attachment P	Solicitation Checklist .....	48



## **Section 1 Introduction**

### **1.1 Bid**

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current State Term Contract (STC) for Medium and Heavy Duty Trucks.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Bidders 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 Tool and Vendor Bid System (VBS). The Vendor Bid System shall serve as the official system of record. Vendors interested in submitting a response or bid shall 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 Medium and Heavy Duty Trucks has an estimated average annual spending volume of approximately \$750,000 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. Customers include State Agencies and Eligible Users. See section 2.8 for information regarding Basis of Award.

### **1.3 Definitions**

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

#### **1.3.1 Bidder or Respondent**

One who submits a response to this Invitation to Bid (ITB).

#### **1.3.2 Commodity(ies)**

A tangible good, which may or may not meet the specifications herein. Commodities under this contract are the Base Vehicles, Options, and any Original Equipment Manufacturer (OEM) Options associated with each Representative Model.

#### **1.3.3 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.

#### **1.3.4 Component, Feature or Configuration**

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Base Vehicle, Options, or Representative Model.

### **1.3.5 Confidential Information**

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

### **1.3.6 Contract**

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State as per section 4.1, General Contract Requirements.

### **1.3.7 Contractor(s)**

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

### **1.3.8 Dealer(s) or Certified Representative(s)**

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

### **1.3.9 Eligible User**

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

### **1.3.10 EPA / Industry Class**

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for trucks is defined by the gross vehicle weight rating (GVWR).

### **1.3.11 Gross Vehicle Weight Rating (GVWR)**

The maximum weight of vehicle, including passengers, cargo and trailer tongue load.

### **1.3.12 Group**

A series of commodities with applicable commodity codes which are described in section 3.2, Commodity Specifications and Standards.

### **1.3.13 Manufacturer/Brand**

The original producer or provider of Representative Models or Options responsive to this solicitation.

### **1.3.14 MSRP**

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific 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.

#### **1.3.15 MSRP List**

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities, equipment models, or contractual services. 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:

- Chrome Systems, Inc.'s Carbook Fleet Edition,
- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website.

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

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

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

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

#### **1.3.18 Option(s) (including OEM)**

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Base Vehicle, 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 Representative Model by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

#### **1.3.19 Options MSRP Credit**

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

#### **1.3.20 Payload Capacity**

The combined maximum allowable weight of cargo and passengers that the vehicle is designed to carry. It is the Gross Vehicle Weight Rating minus the Base Curb Weight. Base Curb Weight is the weight of the vehicle including a full tank of fuel and all standard equipment. It does not include passengers, cargo or any optional equipment.

#### **1.3.21 Representative Model, Base Model(s), Base 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, description, 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 base version of the Commodity.

#### **1.3.22 UNSPSC**

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

### 1.3.23 Vendor(s)

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

### 1.4 Term

The term of the contract shall be five (5) years without the option of renewal. The contract is expected to be effective August 1, 2016, and to end on July 31, 2021.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

### 1.6 Timeline of Events

Attachment A contains the Timeline of Events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) and within the [MFMP Sourcing Tool](#).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.** The MyFloridaMarketPlace Sourcing Tool'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 response 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 response.**

### 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 issued
2. Introduction
3. Description of Scope
4. Special Instructions
5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

### 1.8 Procurement Officer

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

Procurement Officer for this ITB is:  
Leslie Gallegos Williams  
Associate Category Manager  
Florida Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: (850) 488-8366  
Email: [Leslie.Gallegos@dms.myflorida.com](mailto:Leslie.Gallegos@dms.myflorida.com)

**\*\*\*\* ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION  
NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\*\***

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

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

Any person requiring a special accommodation due to a disability should 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.

### **1.11 Lobbying Disclosure**

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities. The successful vendor shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

### **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 Tool.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment A; Timeline of Events. Bids shall be submitted by the deadline listed in the Timeline of Events. The Department shall open the bids in a public meeting. Once the Department has validated bid submittals, the Department shall post a Notice of Intended Award on the VBS.

#### **1.12.1 Question Submission**

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

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

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

#### **1.12.2 Solicitation Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and the MFMP Sourcing Tool as Addenda to this solicitation. It is the Bidder's responsibility to check VBS and MFMP Sourcing Tool periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective Bidder's failure to obtain the information made available through the VBS and MFMP Sourcing Tool.

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

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

#### **1.12.4 Public Opening**

In accordance with PUR 1001, responses shall be opened on the date and at the location indicated on Attachment A, Timeline of Events. Bidders should, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes.

#### **1.12.5 Electronic Posting of Notice of Intended Award**

Based on the evaluation, on the date indicated in the Timeline of Events the Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the Notice of Award is

delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of the delay and a revised date for posting the Notice of Intended Award.

#### **1.12.6 Protest of Notice of Intended Award**

Any Bidder desiring to protest the Notice of Intended to Award shall file any notice of protest and any subsequent formal written protest with Agency Clerk, Department for 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. Please copy the Procurement Officer 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.

#### **1.13 Firm Response**

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

#### **1.14 Modification or Withdrawal of Bid**

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

#### **1.15 Cost of Response Preparation and 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 Vendor or 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.

#### **1.16 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.

#### **1.17 Disclosure of Bid Contents**

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

#### **1.18 Contract Formation**

The Department shall issue a Notice of Intent to Award, if any, to successful Bidder(s), however, no Contract shall be formed between Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8; Basis of Award. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document. If any additional documents are submitted by the Bidder, the additional documents shall not be considered for the Basis of Award.

**Balance of page intentionally left blank**



## 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 MFMP Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

Registered Vendors: Login using your [MFMP Vendor Information Portal \(VIP\)](#) username and password to ensure your contact information is correct and that you have registered the commodity code(s) of the MFMP Sourcing event. Registered Vendors are also encouraged that you have indicated on the 'Solicitations' page that you wish to participate in electronic solicitations in MFMP Sourcing.

Unregistered Vendors: If you are not currently registered with MFMP VIP you must:

- a) Create an account through the [MFMP Vendor Information Portal \(VIP\)](#).
- b) Indicate on the MFMP VIP's Solicitations page that you wish to participate in electronic solicitations.
- c) In the Commodity Selections section within MFMP VIP, select the commodity codes that best describes the goods and services that your business would like to provide to the State. You will not receive notifications for commodities codes that you do not select.

Please Note: VBS and MFMP Sourcing provide automated notifications as a courtesy to the vendor community based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor doesn't have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors 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/>

## **2.2.2 How to Submit a Bid**

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

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

### **2.2.2.1 MFMP Sourcing File Attachment Naming Convention**

Attachments submitted in MFMP Sourcing should be similar 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.pdf

## **2.2.3 Sourcing Tips and Training**

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

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

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

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

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

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

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

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

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

Please check the following:

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

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

#### **2.2.4 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. We strongly encourage firms doing business with the State of Florida to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact 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.

#### **2.2.5 Who May Respond**

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

**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. The Respondent out-of-state corporations

agree to attain such authorization within seven business days of notice of award, if the Respondent is awarded. All Bidders must be eligible to do business with the State of Florida and registered through the Department of State. Website: [www.sunbiz.org](http://www.sunbiz.org).

#### **2.2.6 Manufacturer's Name and Approved Equivalents**

The Bidder may provide equipment that meets or exceeds the applicable specifications as an equivalent for evaluation to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment A; Timeline of Events. The Bidder must demonstrate equivalency, using appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine, in its sole discretion, whether the equipment is accepted as an equivalent.

#### **2.2.7 Mandatory Requirements or Conditions**

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State's sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

#### **2.2.8 Bidder Qualification Questions**

Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may reject bids from Bidders who answer "No" to any of the Qualification Questions.

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

**2.2.8.2** Does the Bidder certify that it is not a Convicted Vendor as defined in section 7 of the PUR1001?

**2.2.8.3** Does the Bidder certify that it is not a Discriminatory Vendor as defined in section 8 of the PUR1001?

**2.2.8.4** Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section [215.473](#), Florida Statutes?

**2.2.8.5** Does the Bidder certify compliance with section 9 Respondent's Representation and Authorization of the PUR1001?

**2.2.8.6** Does the Bidder certify compliance with transaction fees as required by section 287.057, Florida Statutes?

**2.2.8.7** Does the Bidder certify that they are currently registered to do business with the State of Florida?

**2.2.8.8** Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 2.3.4.4 of this solicitation?

**2.2.8.9** Does the Bidder certify that it shall, if awarded, submit to the Department a Quarterly Sales Report, as required in section 4.26.1 of this solicitation?

**2.2.8.10** Does the Bidder certify that they shall, if awarded, pay all transaction fees as required by the contract for Eligible Users' and State Agencies as required by section 287.057, Florida Statutes?

**2.2.8.11** Does the Bidder certify that they have read and understand the requirements stated in section 2.4, Supporting Documents?

**2.2.8.12** Does Bidder certify that, if awarded, it has (1) full-service repair facility in Florida from which the commodities bid may be installed, serviced, and repaired under warranty and the terms of the Contract, as required in section 2.5 of this solicitation?

**2.2.8.13** Does the Bidder certify that they have submitted the MSRP Certification (Attachment H) from each Manufacturer as required in section 2.3.4.6?

## **2.3 Contents of Bid**

Organize Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution is not permitted. Label each response with the appropriate section number (and part number) below:

### **2.3.1 Part 1 - Vendor Information (Attachment B)**

Bidder must download and complete the Vendor Information Form (Attachment B), found in section 5, to include all of the below:

**2.3.1.1** Company Name and Address.

**2.3.1.2** Contact Points for the Department including: Name, title, phone number and email of a primary and secondary person within the company responsible for administering the contract.

**2.3.1.3** Federal ID Number

**2.3.1.4** Internet website address

*Note: Bidder shall download and submit this form in section 5.*

### **2.3.2 Part 2 - Past Performance (Attachment C)**

Bidder must download and complete the Past Performance Form (Attachment C), found in section 5. This Attachment is a synopsis of three (3) most recent large volume vehicle contracts or government purchase orders held within the past five (5) years for State

Agencies, governmental entities, or businesses (which are similar to this ITB) in which your organization provided medium and heavy duty trucks or motor vehicles. Information requested on the form will include the following:

- 2.3.2.1** General Organization Information;
- 2.3.2.2** Contract or Government Purchase Order Number;
- 2.3.2.3** Contract Name (if applicable);
- 2.3.2.4** Term of the Contract or Government Purchase Order (Start Date – End Date);
- 2.3.2.5** Briefly describe the type of vehicles sold on this Contract or Government Purchase Order.
- 2.3.2.6** Customer's Contact Information:
  - 2.3.2.6.1** Contact Name;
  - 2.3.2.6.2** Contact Telephone;
  - 2.3.2.6.3** Contact Email;
- 2.3.2.7** Number of vehicles sold by your organization under the Contract or Government Purchase Order;
- 2.3.2.8** Total number of your organization's personnel assigned to Contract or Government Purchase Orders;
- 2.3.2.9** The final overall sales dollars received by your organization under the Contract or Government Purchase Order;
- 2.3.2.10** Has your company completed all requirements of the Contract or Government Purchase Order (i.e. fees, reports, customer warranty work, etc.? (Yes or No)
  - 2.3.2.10.1** If No, Please provide further explanation.
- 2.3.2.11** For each Reference, provide one copy of the invoice during the Contract timeframe.

*Note: Bidder shall download and submit this form in section 5. In addition, multiple files may be submitted as a zip file.*

### **2.3.3 Part 3 - Price Sheet Submission (Attachment D)**

The Price Sheets for the six (6) Commodity Groups are in separate Microsoft Excel™ workbooks. Each workbook contains Group Price Sheet Index and tabs for each related Base Vehicle. Bidder shall download each Group's Price Sheet workbook (Attachment D.1-D.6- Pricing Sheet), found in section 5, complete all requested information and upload the workbook within section 5 of the MFMP Sourcing Tool.

**2.3.3.1** The Groups are as follows:

**2.3.3.1.1** Attachment D. 1 Chassis Cab

**2.3.3.1.2** Attachment D. 2 Flat Bed Dump Truck

**2.3.3.1.3** Attachment D. 3 Dump Truck

**2.3.3.1.4** Attachment D. 4 Flat Bed Stake Body Truck

**2.3.3.1.5** Attachment D. 5 Dry Freight Truck

**2.3.3.1.6** Attachment D. 6 Truck Tractor

*Note: Bidder shall download and submit these Attachments in section 5.*

**2.3.3.2** Bidder may respond to as many of the provided Base Vehicles and requested information as they may choose to bid, but must provide only one bid per Representative Model per Manufacturer or Brand per Base Vehicle. Bidders must supply all related information for each Base Vehicle per Representative Model as requested in the appropriate areas and formats required in the Price Sheet Workbook(s).

*Note: Multiple Price Sheet Workbooks may be submitted as a zip file.*

**2.3.3.3** The Bidder shall only offer the smallest available engines meeting or exceeding the cubic inch displacement (C.I.D.)/Liter, minimum gross Horsepower, and minimum ft.-lbs. gross Torque requirements of each Commodity specification herein. The Horsepower and Torque ratings provided are based on the best information available to the Department at the time the specifications were developed. If the C.I.D./Liter, gross Horsepower, or Torque requirements are believed inaccurate in a specification herein, the C.I.D./Liter, gross Horsepower, and Torque rating of the Base Vehicle(s) listed in the Commodity(ies) Group Price Sheets individual Base Vehicle's specification tab, shall take precedence.

**2.3.3.4** Attachment D: Instruction and General Information, found in section 5, is incorporated by reference. Review and follow the Instruction and General Information as provided in the Price Sheets. The Bidder is required to supply accurate and complete information. When entering a bid for a Base Vehicle, complete all applicable fields and tab(s). Bidder's Representative Model information from the Price Sheet Index shall autofill onto the corresponding Base Vehicle's tab (as numbered by contract code). If Bidders do not wish to bid a specific Base Vehicle, leave the line (row of cells) untouched or blank (do not delete the row) on the Price Sheet Index and do not fill in the Base Vehicle's tab (do not delete the tab).

**2.3.3.4.1** The bright yellow cells on a Group's Price Sheet Index, automatically calculate the Calculated Score<sup>13</sup> for each Bidder's Representative Model's Base Vehicle Price<sup>11</sup> and OEM Options Discount<sup>12</sup>, which the Department will use in selecting Contractors for award in accordance with section 2.8; Basis of Award. The Calculated Score<sup>13</sup> shall be displayed in the orange cell corresponding with the Base Vehicle's row.

**2.3.3.4.2** The light yellow cells on each Group's Price Sheet Index are where the Bidder shall enter the information for: Organization Name<sup>7</sup>, Manufacturer/Brand<sup>8</sup>, and Estimated Lead Time in Days<sup>15</sup>, etc. On the Base Vehicle tabs, Bidders shall be required fill in the light yellow cells under Representative Model Specifications<sup>20</sup>.

**2.3.3.4.3** Bidders shall fill in Representative Model's<sup>9</sup> Options Specification Information<sup>21</sup> for the Base Vehicle's Options in the white cells. Some Options may require information for the Representative Model Specifications<sup>20</sup> as specified in the light blue cells. The Options' information will not be part of the Calculated Score but must be submitted with the bid. If a Bidder enters \$0.00 for an Option, the Customer may select or add to the awarded Contractor's Base Vehicle Representative Model<sup>9</sup> at no cost. If a Departmental specified Option is non-applicable for the Representative Model<sup>9</sup> or the Bidder chooses not to include Option prices with the response, leave the cell(s) blank.

**2.3.3.5** All Prices, shall be submitted as whole in U.S. Dollars (\$USD; e.g., \$99,999.00) **ranges shall not be accepted.** Negative Prices shall only be accepted in the following columns: Customer Pick Up Discount<sup>14</sup> (Located on the Group Price Sheet Index), Price<sup>26</sup> (Located on the Base Vehicle Tabs). All discounts must be a whole percentage with no decimal place (%; e.g., 15%) **negative percentages or ranges shall not be accepted.** Values entered for OEM Option Discount or Options without bidding the Representative Model's Base Vehicle Price<sup>11</sup> may be rejected as non-responsive.

**Failure to provide accurate and compliant Price Sheets with the Response may result in the Bidder being deemed non-responsive.**

## **2.3.4 Part 4 - Other Information**

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

Submit a current copy of the Bidder's registration with the Florida Department of State, which authorizes the company to do business in the State of Florida (<http://www.sunbiz.org>) see section 2.2.5.



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

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

#### **2.3.4.3 Certification of Drug-Free Workplace (Attachment E)**

Bidder must download and complete the Certification of Drug-Free Workplace (Attachment E), found in section 5.

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

Bidder must download and complete the Preferred Pricing Affidavit (Attachment F), found in section 5.

#### **2.3.4.5 Savings/Price Reduction (Attachment G)**

The Bidder is required to demonstrate the percent (%) savings in prices 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 using Attachment G, Savings/Price Reductions form. The Bidder is required to submit this form with its bid, and if awarded, at the time of any extensions. The Savings/Price Reduction Form (Attachment G) is found in section 5.

#### **2.3.4.6 MSRP Certification (Attachment H)**

Bidder must download and complete the MSRP Certification (Attachment H), found in section 5.

#### **2.3.4.7 Manufacturer’s Certification (Attachment I)**

Bidder must download and complete the Manufacturer’s Certification (Attachment I), found in section 5. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Dealer. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification form.

#### **2.3.4.8 MSRP Lists**

Bidder must submit the MSRP List(s) consistent with section 2.4 Supporting Documents.

*Note: Multiple MSRP lists may be submitted as a zip file.*

**Failure to provide accurate and compliant Other Information documents with the Response may result in the Bidder being deemed non-responsive.**

## **2.4 Supporting Documents**

Bidder shall submit the following Supporting Documents with their Bid, as noted:

**MSRP List:** If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in section 1.3.15), the Bidder shall provide a list(s) of vehicles to the Department that are pending price publication. With the bid, Bidder shall

provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.15) for each Group by Representative Model(s) 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 Base Vehicle and identified Options; The MSRP List shall include the applicable Group Manufacturer or Brand Name, MSRP List Name, Percent Discount and MSRP List Date on the cover or first page.

Bidder shall complete MSRP Certification (Attachment H), found in section 5, from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting 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 shall be uploaded to the Department per section 2.2.2 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

## **2.5 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. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

## **2.6 Responsiveness Criteria**

The Department shall determine responsive bids. Responses 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. Bidders who's Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

## **2.7 Alternate Responses**

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group per Base Vehicle. The Department seeks each Bidder's single-best response for each Base Vehicle, Manufacturer or Brand name per Group.

## **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive, responsible Bidder(s) that submits a bid that the Department determines is the lowest overall Calculated Score for each Base Vehicle Price and OEM Options Discount as per section 2.8.1. 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.

Multiple awards may be made to up to three (3) Bidders for each Base Vehicle if the Calculated Score of the Bidder is less than or equal to five percent (5%) of the lowest Calculated Score per Base Vehicle. The Department reserves the right to award to multiple Bidders for a Base Vehicle or to make no award for a Base Vehicle, as determined to be in the best interest of the State.

*Note: All Calculated Scores of \$0.00, showing error codes, or that do not include the Base Vehicle Price<sup>11</sup>, OEM Options Discount<sup>12</sup>, and Required Representative Model Specifications, etc. as required, may be rejected as a non-responsive bid for the Base Vehicle(s).*

### **2.8.1 Calculated Score**

*The Calculated Score for each bid must include the Base Vehicle price and OEM Options Discount which shall be calculated as follows:*

**Formula:  $(B \times 0.95) + [(1 - D) \times (B \times 0.05)] = \text{Calculated Score}$**

Where:

**B =** Bidder's Representative Model's Base Vehicle Price<sup>11</sup>. *Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00).*

**D =** OEM Options Discount<sup>12</sup>. *Note: All Discounts must be a positive percentage with no decimals (e.g., 99%) and ranges shall not be accepted.*

### **2.9 Preference to Florida Vendors**

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

### **2.10 Tie Bids**

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

### **2.11 Rejection of Bids**

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

### **2.12 Minor Irregularities/Right to Reject**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

### **2.13 Redacted Submissions**

The following section supplements section 19 of the [PUR 1001](#). If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential,

proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder shall mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the Bidder’s name on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

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

## **2.14 Additional Information**

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

**Balance of page intentionally left blank**

## Section 3 Description of Scope

### 3.1 Scope

The purpose of this State Term Contract is to provide governmental entities within the State of Florida the ability to acquire new and unused Medium and Heavy Duty Trucks. 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 Medium and Heavy Duty Trucks in accordance with the specifications contained herein. The Medium and Heavy Duty Truck Commodities (including the Base Vehicles, Representative Models, and Options) offered under the Contract shall be classified under six (6) Groups, which are listed and described as follows:

Group No.	Group Description:	UNSPSC
1	CHASSIS-CAB	25101600
2	FLAT BED DUMP TRUCK	25101601
3	DUMP TRUCK	25101601
4	FLAT BED STAKE BODY TRUCK	25101917
5	DRY FREIGHT TRUCK	25101611
6	TRUCK TRACTOR	25102100

The Contract is intended to cover only those Medium and Heavy Duty Trucks generally used by the State of Florida as listed and described herein, and does not include all varieties of Medium and Heavy Duty Trucks 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 Department unauthorized Commodities under the Contract from the Contractor's price list.**

### 3.2 Commodity Specifications and Standards

The Commodity based on the known needs of Eligible Users and available information using Manufacturer's Websites and Chrome Systems, Inc.'s Carbook Fleet Edition to the Department at the time of solicitation. The specifications and standards form a part of the overall Technical Specifications; except as modified or noted herein. Any conflict between the Department Specifications and the Manufacturer's specification will be resolved in favor of the Department Specifications.

All Commodities shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.14, 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 3.14, 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 diesel powered;

4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall meet the [Automatic Air Brake Drain System](#) specifications;
6. All Commodities shall be free of damage and / or rust;
7. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
8. All Commodities shall comply with current mandatory and applicable Federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
9. 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 and their components. Medium and Heavy Duty Trucks Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted if such advertising or identification is a Manufacturer's standard on the specific Representative Model. The Department in its sole discretion shall determine what is Contractor's and Manufacturer's advertising or identification, and advertising or identification that is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

### 3.2.1 Truck Body Specifications

In addition to the Price Sheet Specification as well as Commodity Specification and Standards for each Base Vehicle, Contractors shall satisfy the Truck Body requirements in accordance with the specifications contained herein.

Group No.:	Contract Code:	Description:	Specification:
2	210, 240	Twelve (12) Foot Flat Bed Heavy-Duty Dump Body	<a href="#">FLAT-12</a>
	220, 230, 250, 260	Fourteen (14) Foot Flat Bed Heavy-Duty Dump Body	<a href="#">FLAT-14</a>
3	310, 330	Four (4) Cubic Yard Heavy-Duty Dump Body	<a href="#">DUMP-4</a>
	320, 340	Five (5) Cubic Yard Heavy-Duty Dump Body	<a href="#">DUMP-5</a>
	350, 360	Eight (8) Cubic Yard. Heavy-Duty Dump Body	<a href="#">DUMP-8</a>
	370, 380	Twelve (12) Cubic Yard. Heavy-Duty Dump Body	<a href="#">DUMP-12</a>
4	410, 440, 450, 460	Fourteen (14) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-14</a>
	420	Eighteen (18) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-18</a>
	430	Twenty-Two (22) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-22</a>
5	510	Sixteen (16) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-16</a>
	520	Twenty (20) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-20</a>
	530	Twenty-Four (24) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-24</a>

**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 (including OEM), Features, and Components**

All Representative Models, Options (including OEM), 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 unused and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All Options and Components of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Representative Model's 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 Representative Model Manufacturer; or
- 3.3.2** If the Option, Feature, or Component is not available from the Representative Model 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 Base Vehicle, Representative Model or Option Specifications, no luxury or sports features will be considered or permitted. The Department, in its sole determination, shall determine what is a luxury or sport feature. To date, the Department has determined: luxury or sports features to include the following:

- 3.4.1** Signature or Specialty editions; and
- 3.4.2** Leather upholstery (seats or interior), sunroofs and moon roofs.

### **3.5 Installation**

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by 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. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on 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 or supply a cab and chassis 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 Florida license requirements. The final Manufacturer

of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the Representative Model's 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 price should be included on the PQF form from the Contractor.

### **3.6 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 Vehicles and contractual services being provided. This includes, but is not limited to, 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 vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities, Vehicles and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Manager immediately.

**Pursuant to section 3, delivery of non-conforming Commodity(ies) and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

### **3.7 Acceptable Publications**

The Customer 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. Respondent shall provide a copy of the Manufacturer's Computer Printout (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) for each Commodity offered.
2. MSRP List. The MSRP and MSRP List may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract (reference 1.3.14, MSRP)
3. Manufacturer's Standard Warranties;
4. 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.

### **3.8 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.



### **3.9 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 Acceptance, section 3.15, and shall begin only at the time of Acceptance by the Eligible User.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

### **3.10 Recall(s)**

In the event there is a recall of any of the Commodities, any of its components or any parts of the Representative Model ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer 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 Commodities are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

### **3.11 Manufacturer's Last Order Date, Production Notification, and Representative Model Change**

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

The Contractor shall notify the Department of a contracted Representative Model Manufacturer's Last Order Date in writing (email) and received by the Contract Manager no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer 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. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Manager upon request. Upon notification of Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Customers without amendment to the Contract.

Contractor shall immediately notify the ordering Customer's representative(s) of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order Form. Upon receipt of the required telephone notification and Acknowledgement of Order form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or

maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Customer notification of a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide, the new Representative Model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions. The Department may update Representative Model year of the awarded Commodity, which meets the specifications herein without an Amendment to the contract.

If the Contractor wishes to replace any awarded Base Vehicle they are currently awarded on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Attachment M), found in section 5, the intended replacement Representative Model to the Department. The requested replacement Representative Model must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the requested replacement Representative Model offered must be at the same or lower than current Price. While Representative Model updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to section 4.7. The Contractor shall provide any documents necessary for the Department to fully evaluate the Contractor's request. The Department, at its sole discretion, will accept or reject the requested replacement Representative Model offered. If the Department rejects the request, or if there is no intended replacement Vehicle offered for an awarded Base Vehicle that is no longer available, the Department may, at its sole discretion, remove the vehicle without contract amendment or delete the award and award the Base Vehicle to the next lowest responsive and responsible Contractor, or assign the award to another Contractor.

### **3.12 Ordering Instructions**

The following is a description of activities that will occur when ordering a Vehicle. The Department may unilaterally modify the Ordering Instructions as it deems is in the best interest of the State without contract amendment.

#### **3.12.1 Vehicle Needs**

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 Price Quote Form (PQF). The customer is encouraged to seek more than one quote from the identified awarded Contractors of the Base Vehicle, where available.

#### **3.12.2 Price Quotes**

The Contractor prepares and submits to the Agency or Eligible User a price quote for the requested Representative Model(s) using the most current Price Quote Form (PQF) (Attachment J), found in section 5, which shall be posted on the DMS Contract website. All requested Representative Models, OEM and Non-Identified Aftermarket Options shall be itemized on the PQF. The price quoted for the Representative Models(s), and OEM Options shall not exceed the Contractor's bid prices and discounts. In addition to the price quote, the Contractor must supply the Manufacturer's MSRP pages for any OEM Options selected or added to the Representative Models(s) Vehicles. This PQF shall be completed by the Contractor and returned to the Customer within three (3) business days.

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

### **3.12.3 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). Submit this form with the PQF and forward to the DMS Bureau of Fleet Management for review and approval.

### **3.12.4 Purchase Order**

The Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the approved PQF and Manufacturer’s MSRP pages for any OEM Options selected or added to the Representative Model. 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:

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

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

**3.12.4.2.1** Eligible User’s issuing officer and contact information;

**3.12.4.2.2** Contractor Information from the Ordering Instructions;

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

**3.12.4.2.4** Representative Model Information: Commodity Code and Contract Code Number, Base Vehicle Description, and price as per section 4.4, Pricing; Specify paint/finish color if other than the OEM's standard white (or other standard color if white is not available from the Manufacturer). OEM Option Information (if applicable, individually listed): Manufacturer’s Option Code and Description, OEM Option MSRP, OEM Option Discount, and OEM Option Net Price or OEM Option MSRP Credit (as applicable, per sections 4.9 Ceiling Prices and 4.9.1 Charges and Fees). State Agencies must include a copy of the applicable Price Quote Form (section 3.12.2) and accompanying OEM Option MSRP List with any submitted Requisition.

**3.12.4.2.5** New License Plate Fee (if applicable, per section 3.17, Commodities Title and Registration); and

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

**3.12.4.2.7** The total cost for the Representative Vehicle, OEM Option(s) (if any), and New License Plate Fee (if applicable).

**3.12.4.3** 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) ordered in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the existing Contract Prices, Discounts, requirements, specifications, terms, and conditions herein.

**3.12.4.4** Contractor shall honor all Purchase Orders received during the Contract period and which precede the Manufacturer's Last Order Date (section 3.11) for the Base Vehicle's Representative Models the Contractor is currently awarded. This may require the provision of the newest model year of the awarded Base Vehicle's Representative Model, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.

**3.12.4.5** Contractor, from receipt of the Purchase Order until Delivery is made to the ordering Customer, shall promptly notify the Customer of any potential Delivery delays. Additionally, the Contractor must promptly advise the ordering 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.**

### **3.13 Acknowledgement of Order**

The Acknowledgement of Order Form (Attachment K), found in section 5, shall be used by the Contractor to notify the ordering Customer within five (5) business days of receipt of the Purchase Order for Vehicles and equipment awarded under the Contract in accordance with section 3.13.1.

#### **3.13.1 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 form:

**3.13.1.1** The estimated delivery date of the ordered Representative Model, including if applicable, OEM Options, Body Installation; and

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

**3.13.1.3** The OEM Option(s) in their possession, if applicable, Manufacturer Last Order Date as per section 3.11.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User.

**Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.**

### **3.14 Transportation and Delivery**

This section supersedes and replaces General Conditions [section 11, PUR 1000, Transportation and Delivery](#).

In conjunction with section 4.9, Ceiling Prices, Representative Model and OEM Options' Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
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 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' 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 and unused Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Vehicle with less than two hundred fifty (250) odometer miles at delivery, the self-propelled 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, 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. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled 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 vehicle is completely assembled (unless otherwise noted in the specification) including options and attachments, 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 Group, including individual Representative Model, OEM 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.

**The Contractor must incorporate all applicable, DMS approved documents mentioned above, for any vehicle deliveries. Customers reserve the right to reject any delivered vehicle that has missing, incomplete, or altered documents.**

**The Contractor may be subject to default proceedings and/or Contract termination if there is evidence of repeated occurrences where delivered vehicles had missing, incomplete, or altered documents.**

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.

### **3.15 Final Inspection and Acceptance**

The Agency or Eligible User, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Eligible User 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 meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User shall inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Eligible User 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 Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User 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 3.14 of the Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Eligible User 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 conditions, payment shall be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action.

Should the Commodity require service or adjustments as part of the Eligible User 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 Eligible User to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. 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, section 3.14, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User shall develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Eligible User and the State shall not be liable for payment for any portion thereof.

### **3.16 Commodity Compliance and Compatibility**

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

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

- Install or repair the Representative Model, OEM or Non-Identified Aftermarket Options; and their respective features, equipment, and components;
- Replace the Representative Model, OEM or Non-Identified Aftermarket Options and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM or Non-Identified Aftermarket Options to the Eligible User.

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

**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.**

### **3.17 Commodities Title and Registration**

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

In the event the Eligible User 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 Eligible User 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 3.13. However, the Eligible User 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 Eligible User to do so.

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

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see section 4.9, Ceiling Prices, are included in the Representative Model Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see section 4.9, Ceiling Prices, except the new license plate cost are included in the Representative Model Net Price.
  - a) 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.



- b) The Contractor may obtain special plates such as “State”, “County”, or “City” from most county tax offices, but agency plates such as “DOT”, “FDC”, “FWC”, etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

**Balance of page intentionally left blank**

## Section 4 Contract Conditions

This section contains conditions which shall be complied with during the performance of this contract. The conditions come in two parts, General Contract Requirements and Special Contract Requirements.

### 4.1 General Contract Requirements

The General Contract Conditions, [PUR 1000](#) is incorporated by reference and provided via a link below:

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

### 4.2 Special Contract Requirements

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

### 4.3 Cooperation with the Inspector General

Pursuant to section 255.055(5), Florida Statutes, Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

### 4.4 Pricing

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

### 4.5 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

### 4.6 Contract Overlap

Contractors shall identify any equipment or parts covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

### 4.7 Additions and Deletions

During the Contract Term, section 1.4, the Department shall have the right to add or delete Commodities, Groups, Representative Models, or Manufacturer or Brand Names to or from this agreement by adding them to or removing them from the Price Sheets, Attachment D. Any new Commodities, Groups, Representative Models, or Manufacturer or Brand Names added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the

Contractor and the Department. 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.

#### 4.8 Price Adjustment

Prices may be adjusted annually beginning 12 months after the contract effective date with the introduction of new models. All price adjustments shall be based on the percent change (up or down) of the MSRP, or the Producers Price Index (PPI), whichever is the lowest. If a Manufacturer has a proposed percent price change that exceeds the PPI for a Representative Model, Option, all awarded Dealers for that particular model may be permitted to use the MSRP percentage change as a maximum pending Departmental approval. MSRP percent changes shall be verified by the Manufacturer in the form of a letter or other publication. Price adjustments correlate with 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	Baseline
100-140, 210, 220, 240, 410, 440, 510	336120336120	Heavy duty truck manufacturing	December 2003
145, 165, 170, 230, 250, 260, 310-380, 420, 430, 450, 460, 520, 530,	3361203361201	Trucks, truck tractors, and bus chassis (chassis of own manufacture) 14,001 to 33,000 lb.	December 2003
6: Truck Tractor	3361203361202	Trucks, truck tractors, and bus chassis (chassis of own manufacture) 33,001 lb. or more	June 1987

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 and demonstrating the calculable change in PPI or MSRP for the duration of months on the current contract prior to the price that supports a price adjustment.

The requested adjustment for a price change may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment or the MSRP percent change. The Contractor must complete Price / Model Update Form (Attachment M), found in section 5, and submit to the Department no less than thirty (30) days prior to the requested start date to have the price adjustment processed. Any approved price adjustment is effective for new orders placed by Eligible Users on or after the effective date of the adjustment, as approved by the Department. No requests for Price Adjustments will be accepted by the Department within ninety (90) calendar days of Contract expiration.

The Department reserves the exclusive right to accept or reject any request for price adjustments and product updates or deletions. 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.

## **4.9 Ceiling Prices**

The Representative Model Price, OEM Options Discount, Options Price, and MSRP credit, for each Base Vehicle described in the Price Sheets, shall be the not-to-exceed Ceiling Prices under the Contract.

### **4.9.1 Charges and Fees**

The Ceiling Prices established for the awarded Representative Model per the Base Vehicle Price, Options, MSRP Credits, and Non-Identified Aftermarket Options prices are inclusive of all charges and fees, including the following:

**4.9.1.1** Administrative

**4.9.1.2** Environmental

**4.9.1.3** Title Application and Registration

**4.9.1.4** Plate Transfer

**4.9.1.5** Preparation

**4.9.1.6** Handling

**4.9.1.7** Freight

**4.9.1.8** Shipping

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

**4.9.1.10** Warranty

**4.9.1.11** Tire and Battery Fee

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

**4.9.1.13** Installation (For Options).

## **4.10 OEM Options Discount**

The discount percentage, listed for the Base Vehicle's Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10%) 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 Option's Net Prices shall be rounded to the nearest whole cent. OEM Option's MSRP Credits will be stated as the MSRP list price, with the OEM Option Discount applied. The OEM Option's discount percentage does not apply to the Options listed on the pricing sheets and shall only be applied to upgrades made to the State's Base Vehicle specifications based on performance needs.

## **4.11 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 Vendor Information Form and submit to the Department with any changes. Communications relating to a specific order should 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.

## **4.12 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.

#### **4.13 Insurance Requirements**

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

#### **4.14 Notice of Legal Actions**

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

#### **4.15 Public Records**

##### **4.15.1 Access to Public Records**

- (1) The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution or section

119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

#### **4.15.2 Protection of Trade Secrets or Other Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

#### **4.15.3 Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

#### **4.16 Cancellation**

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

#### **4.17 Intellectual Property**

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

#### **4.18 Vendor Ombudsman**

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

#### **4.19 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 may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

#### **4.20 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. 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 during the term of the Contract.

#### **4.21 Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and

acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department.

#### **4.22 E-Verify**

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

#### **4.23 Manufacturer as the Contractor**

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

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

#### **4.24 Subcontracting**

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, *with the exception of those subcontractors identified in the Contractor's bid*, without prior written consent of the Department.

The Contractor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

#### **4.25 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 agency shall consider all information or evidence which is gathered or comes to the attention of the agency 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 equipment bid. 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.

## **4.26 Contract Reporting**

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

The Contractor shall submit a Quarterly Sales Report, (Attachment N), found in section 5, on a quarterly basis to the DMS Contract Manager. Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports are due fourteen (14) working days after the end of the reporting period.

The Contractor is required to report the Vehicle sales for which the payment has been received; all open or pending orders shall not be included. A quarterly report is required even if Contractor has zero sales to report for that quarter. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS 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.

### **4.26.2 MFMP Transaction Fee Reports**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due fourteen (14) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available online on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

#### **4.26.3 Preferred Pricing Affidavit Requirement (Attachment F)**

The Department shall provide the Preferred Pricing Affidavit, (Attachment F), found in section 5, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing offer provision in section 4(b) of the [PUR 1000](#) form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

#### **4.26.4 Savings/Price Reductions (Attachment G)**

Contractor shall submit one (1) accurately completed Savings/Price Reductions form (Attachment G), found in section 5, with their Response 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 form shall be submitted to the Department per section 2.3.4.5 of the solicitation. **Failure to provide the Savings/Price Reductions form with the Response may result in the Contractor being deemed non-responsive.**

#### **4.26.5 Diversity Reporting**

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

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

### **4.27 Contract Termination**

#### **4.27.1 Termination for Convenience**

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### **4.27.2 Termination for Cause**

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor

shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract (reference section 4.4 Financial Consequences).

#### **4.28 Force Majeure**

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

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

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

**Balance of page intentionally left blank**

## **Section 5 Attachments**

<b>Attachment A</b>	<b>Timeline (section 1.6)</b>
<b>Attachment B</b>	<b>Vendor Information Form (section 2.3.1)</b>
<b>Attachment C</b>	<b>Past Performance Form (section 2.3.2)</b>
<b>Attachment D</b>	<b>Price Sheet (section 2.3.3)</b>
<b>Attachment E</b>	<b>State of Florida Drug-Free Workplace Certification (section 2.3.4.3)</b>
<b>Attachment F</b>	<b>Preferred Pricing Affidavit (section 2.3.4.4)</b>
<b>Attachment G</b>	<b>Savings/Price Reduction Form (section 2.3.4.5)</b>
<b>Attachment H</b>	<b>MSRP Certification (section 2.3.4.6)</b>
<b>Attachment I</b>	<b>Manufacturer's Certification (section 2.3.4.7)</b>
<b>Attachment J</b>	<b>Price Quote Form (PQF) (section 3.12.2)</b>
<b>Attachment K</b>	<b>Acknowledgement of Order Form (section 3.13)</b>
<b>Attachment L</b> <b>Agency Only)</b>	<b>Request for Purchase of Mobile Equipment (section 3.12.3, State</b>
<b>Attachment M</b>	<b>Sample Price/Model Update Form (section 4.8)</b>
<b>Attachment N</b>	<b>Quarterly Sales Report (section 4.26.1)</b>
<b>Attachment O</b>	<b>Standard Draft Contract</b>
<b>Attachment P</b>	<b>Solicitation Checklist</b>

**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
MEDIUM AND HEAVY DUTY TRUCKS**

**THIS CONTRACT** is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32399, and **<ENTER COMPANY NAME>**, hereinafter referred to as the "Contractor", whose address is Enter Street, Enter City, ST Zip.

**THE PARTIES HEREBY AGREE:**

**A. The solicitation (ITB NO. 11-25101600-C) and the Contractor's bid, and attachments are hereby incorporated by reference.**

**B. General Provisions:**

1. Contract Formation: The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation, and all other attachments named herein which are attached hereto and incorporated by reference.
2. Vendor: To perform as an independent vendor and not as an agent, representative, or employee of the Department.
3. Taxes: To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
4. Applicable Law, Severability, and Venue: The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting contract. Any action hereon or in connection herewith shall be brought in Circuit Court, Leon County, Florida.
5. Contract Term: This Contract shall begin upon execution by both parties on **October 1, 2016** (whichever is later) and end **July 31, 2021**, inclusive.
6. Contract Amount: The agreed Contract amount is set forth in **Attachments D.1-D.6, Price Sheets**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Notices: All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Department designee identified in the original solicitation or Contract, or as otherwise identified by the Department. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
8. Diversity Reporting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran

business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

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

#### **C. Applicable Laws and Regulations:**

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 (F.S.), and rule 60A, Florida Administrative Code (F.A.C.), govern the Contract. The Contractor shall comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination.

#### **D. Audits/Monitoring:**

1. The Department may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Department. The Department may conduct a review of a sample for analyses performed by the selected Contractor to verify the quality. Reasonable notice shall be provided for reviews conducted at the successful Contractor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, Customer records, accounting records, and internal quality control reviews. The selected Contractor shall work with any reviewing entity selected by the Department.

#### **E. Inspection of Records and Work Performed:**

1. The state and its authorized representatives shall, at all reasonable times, have the right to enter the selected Contractor's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The selected Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. If records need to be sent to the Department, the Contractor shall bear the expense of delivery.

3. Refusal by the selected vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the selected vendor is required to maintain records. The selected Contractor will be responsible for all storage fees associated with the records maintained under the resulting contract. The selected Contractor is also responsible for the shredding of records that meet the retention schedule noted above.
4. Failure to retain records as required may result in cancellation of the contract. The Department shall give the selected vendor advance notice of cancellation pursuant to this provision and shall pay the selected vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the Department of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the selected vendor's compliance with this provision.
5. Pursuant to section 255.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**F. Indemnification:**

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State, the Department, and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department or State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **G. Risk of Loss:**

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department reject a product or services, Contractor shall remove the product from the premises within ten days after notification or rejection and the risk of loss shall remain with the Contractor. Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

#### **H. Assignments:**

1. Assignment: The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.
2. Subcontractors: The Contractor shall not subcontract any work under the Contract without the prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850)487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

#### **I. Return of Funds:**

Contractor will return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department or Customer.

The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Department, of the overpayment.



## **J. State Project Plan:**

Within thirty (30) calendar days following award of the Contract, the successful Contractor shall submit a plan addressing each of the three (3) objectives listed below, to the extent applicable to the services covered by this Contract. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives, prior to execution of the resulting contract.**

1. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit a plan to support the procurement of products and materials with recycled content, and the intent of s. 287.045, F.S. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. Products Available from the Blind or Other Handicapped (RESPECT): The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

## **K. Civil Rights Requirements/Vendor Assurance:**

The Contractor assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

#### **L. Media:**

1. Advertising: Subject to chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer, the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
2. Literature: Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

## **M. Employment:**

1. Florida Substitute Form W-9 Process: State of Florida vendors must register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:  
<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>
2. E-Verify: Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. Safety Standards: All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

## **N. Vendor Performance:**

1. Performance Qualifications:
  - a. 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 vendor, 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.
  - b. Contractor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the product to be furnished. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product 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 terminate the contract.

2. Default:

When a Contractor is failing to fulfill its duties specified in any contract with the Department, or when a Department becomes aware that the Contractor has failed to remain qualified to perform the contract requirements, the Department may take the following actions:

- a. The Department will provide written notice to the vendor which identifies the nature of the failure and the necessary corrective action by the Contractor, which must be completed in no more than ten (10) business days, unless the Department determines a different time span based on the Department's sole discretion and in the best interests of the State. The notice will also state that should the Contractor fail to perform within the time provided, the Contractor will be found in default.
- b. Unless the Contractor corrects the failure within the time provided, or unless the Department determines that the vendor's failure is legally excusable, the Department shall find the vendor in default and shall issue a second notice stating: (i) the reasons the Contractor is considered in default; (ii) that the Department will reprocure or has reprocured the commodities or services; and (iii) the amount of the reprocurement costs if known.
- c. A Contractor found in default will not be eligible for award of a contract by the State until such time as the Department is reimbursed by the Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and cost or price increases incurred or to be incurred as a result of the reprocurement, as well as all legal costs encumbered by the State. At the Department's discretion, reprocurement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the Department fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the Department may elect to reprocure the commodity or contractual service pursuant to all applicable requirements of chapter 287, F.S.
- d. Until such time as it reimburses the Department for all reprocurement costs and the Department is satisfied that further instances of default will not occur, a Contractor found in default shall not be eligible for award of a contract by the Department. To satisfy the Department that further instances will not occur, the Contractor shall provide a written corrective action plan addressing the default.
- e. The foregoing provisions do not limit, waive or exclude the State's legal or equitable remedies against a defaulting Contractor.

3. Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate Circuit Court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**O. Termination:**

1. Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2. Termination Due To Lack of Funds:

- a. In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than twenty-four (24) hours written notice to the vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.
- b. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

3. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the Contract or purchase order at any time when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. Termination for Breach:

- a. The Department may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- b. Unless the Contractor's breach is waived by the Department in writing, the Department may, by written notice to the Contractor, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may, at its sole discretion employ the default provisions in rule 60A-1.006 (4), F.A.C.
- c. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages.
- d. Pursuant to subsection 287.135(3) (b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

**P. Contract Managers:**

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

**Jennifer Hyatt  
Department of Management Services  
4050 Esplanade Way,  
Tallahassee, FL 32399  
850-414-6741**

2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

**<ENTER CONTRACT MANAGER'S NAME>  
<ENTER VENDOR NAME>  
<ENTER STREET ADDRESS>  
<ENTER PHONE NUMBER>**

**Q. Renegotiation or Modification:**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor.

The Contract may only be amended upon mutual written agreement of the Department and the Contractor, with the exception of personnel updates. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**R. Name, Mailing and Street Address of Payee:**

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

<ENTER VENDOR NAME>  
<ENTER PO BOX OR STREET ADDRESS>  
<ENTER CITY, STATE, ZIP>

2. The name of the contact person and street address where financial and administrative records are maintained:

<ENTER CONTACT PERSON'S NAME>  
<ENTER VENDOR NAME>  
<ENTER PO BOX OR STREET ADDRESS>  
<ENTER CITY, STATE, ZIP>

**S. All Terms and Conditions:**

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

<u>Type</u>	<u>Number</u>	<u>Description</u>
Attachment	I	ITB 11-25101600-C and Addenda
Attachment	II	Completed Attachment D, Price Sheets
Attachment	III	Solicitation Attachments: B, C, E, F, G, H, I
Attachment	IV	PUR 1000

**IN WITNESS THEREOF**, the parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both parties.

**VENDOR:**     <ENTER VENDOR NAME>

**STATE OF FLORIDA, DEPARTMENT OF  
MANAGEMENT SERVICES**

**SIGNED  
BY:**

\_\_\_\_\_

**SIGNED  
BY:**

\_\_\_\_\_

**NAME:**     <Enter Signee's Name>

\_\_\_\_\_

**NAME:**     **Debra Forbess**

\_\_\_\_\_

**TITLE:**    <Enter Signee's Title>

\_\_\_\_\_

**TITLE:**    **Director of Finance and Administration**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_



**ITB No.11-25101600-C Medium and Heavy Duty Trucks**

**Attachment B: Vendor Information Form**

<b>Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a>. DO NOT CHANGE THE FORMAT OF THIS FORM!</b>		
<b>Respondent Information:</b>		
Respondent Name:	DUVAL FORD LLC	
Respondent FEIN No:	27-3646082	
Street Address:	1616 CASSAT AVE	
City, State, and Zip:	JACKSONVILLE, FL 32210	
Internet Address:	<a href="http://WWW.DUVALFORD.COM">WWW.DUVALFORD.COM</a>	
Telephone No.:	904-381-2144	
Toll-Free No.:		
Fax No.:	904-381-6556	
<b>Contract Administrators</b>		
<b>Information:</b>	<b>Primary Contact:</b>	<b>Secondary Contact:</b>
Name:	BOB OREILLY	MATT FORTE
Title:	GOVERNMENT SALES	GOVERNMENT SALES MANAGER
Street Address:	1616 CASSAT AVE	1616 CASSAT AVE
City, State, and Zip:	JACKSONVILLE, FL 32210	JACKSONVILLE, FL 32210
E-mail Address:	BOB.OREILLY@DUVALFLEET.COM	<a href="mailto:MATT.FORTE@DUVALFLEET.COM">MATT.FORTE@DUVALFLEET.COM</a>
Telephone No:	904-813-5450	904-381-2144
Toll-Free No.:		
Cell Phone No.:	904 813 5450	904-505-9682
Fax No.:	<b>904-381-6556</b>	<b>904-381-6556</b>
<b>Ordering and Remit-To Information</b> Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.		
Remit-To:	DUVAL FORD LLC	
Remit-To Street Address:	1616 CASSAT AVE	
Remit-To City, State, and Zip:	JACKSONVILLE, FL 32210	
Remit-To E-mail Address:	<a href="mailto:MATT.FORTE@DUVALFLEET.COM">MATT.FORTE@DUVALFLEET.COM</a>	

## 25101600-16-1 Medium and Heavy Duty Trucks

### Attachment B: Vendor Information Form

<b>Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a>. DO NOT CHANGE THE FORMAT OF THIS FORM!</b>		
<b>Respondent Information:</b>		
Respondent Name:	HUB CITY FORD-MECURY, INC.	
Respondent FEIN No:	59-2617784	
Street Address:	4060 S. FERDON BLVD.	
City, State, and Zip:	CRESTVIEW, FL 32536	
Internet Address:	www.ehubcity.com	
Telephone No.:	850-682-2721 Ext.1314	
Toll-Free No.:		
Fax No.:	850-682-1402	
<b>Contract Administrators</b>		
<b>Information:</b>	<b>Primary Contact:</b>	<b>Secondary Contact:</b>
Name:	Dion R. Stakley	
Title:	Fixed Operations/Fleet Director	
Street Address:	4060 S. FERDON BLVD.	
City, State, and Zip:	CRESTVIEW, FL 32536	
E-mail Address:	dstakley@ehubcity.com	
Telephone No:	850-682-2721 Ext.1314	
Toll-Free No.:		
Cell Phone No.:		
Fax No.:	850-682-1402	
<b>Ordering and Remit-To Information</b> Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.		
Remit-To:	Dion R. Stakley	
Remit-To Street Address:	4060 S. FERDON BLVD.	
Remit-To City, State, and Zip:	CRESTVIEW, FL 32536	
Remit-To E-mail Address:	dstakley@ehubcity.com	

**ITB No.11-25101600-C Medium and Heavy Duty Trucks**

**Attachment B: Vendor Information Form**

<p><b>Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a>. DO NOT CHANGE THE FORMAT OF THIS FORM!</b></p>		
<b>Respondent Information</b>		
Respondent Name:	Tampa Truck Center LLC	
Respondent FEIN No:	27-0850894	
Street Address:	7528 US Hwy 301 N	
City, State, and Zip:	Tampa, FL 33637	
Internet Address:	<a href="http://www.tampaftl.com">www.tampaftl.com</a>	
Telephone No.:	813-262-0890	
Toll-Free No.:	877-918-7885	
Fax No.:	813-262-0983	
<b>Contract Administers</b>		
<b>Information:</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name:	Scott Endris	Trish Hallman
Title:	Municipal Fleet Mgr	Asst Controller
Street Address:	7528 US Hwy 301 N	7528 US Hwy 301 N
City, State, and Zip:	Tampa, FL 33637	Tampa, FL 33637
E-mail Address:	<a href="mailto:sendris@tampaftl.com">sendris@tampaftl.com</a>	<a href="mailto:trish@tampaftl.com">trish@tampaftl.com</a>
Telephone No:	813-262-0890	813-262-0890
Toll-Free No.:	877-918-7885	877-918-7885
Cell Phone No.:	813-292-0866	
Fax No.:	813-262-0983	813-262-0983
<p><b>Ordering and Remit-To Information</b> Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.</p>		
Remit-To:	Tampa Truck Center LLC	
Remit-To Street Address:	7528 US Hwy 301 N	
Remit-To City, State, and Zip:	Tampa, FL 33637	
Remit-To E-mail Address:	<a href="mailto:sendris@tampaftl.com">sendris@tampaftl.com</a>	