



**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 Ford, 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

Contractor's Contract Manager:

Todd Brandt
Garber Fleet Sales
3340 Highway 17
Green Cove Springs, Florida 32043
Telephone: (904) 509-4747
Email: Tbrandt@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 Ford, Inc.

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

Tami Fillyaw, Chief of Staff

Date: _____

Date: _____

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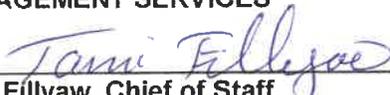


Todd Brandt

11/20/19

Date:

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



Tami Fillyaw, Chief of Staff

11/21/19

Date:

EXHIBIT A

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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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.

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 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 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.	25101503 (AUTOMOBILE) Sub Group A Mid-Size Request Addition of Models 2020 Toyota Camry LE Auto (2532) 2020 Toyota Camry Hybrid LE CVT (2559)	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.	Commodity Code 25101600 Sub Group A Amend Descriptions for the following representative model codes. Replace the name Silverado with LCF Line # Representative Model 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)	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.	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) Line # Representative Model 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)	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.

	<p>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)</p>	
8.	<p>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)</p> <p>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)</p>	<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.</p>
9.	<p>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)</p> <p>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)</p>	<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.</p>
10.	<p>25101505 Sub Group C, Cutaway Amended Model Codes required for the following Item #(s)</p> <p>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)</p>	<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.</p>

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_R = 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_R = 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_R = 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 <u>bold, blue, and underlined text</u> .
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 EPA/ Industry Class 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 Representative Model is available with an alternate fuel classified engine/motor/drive system, which may require a specific fuel type:</p> <p>S = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment</u> on the Representative Model.</p> <p>O = An alternate fuel classified engine/motor/drive system is <u>available as an OEM option</u> on the Representative Model.</p> <p>S/O = An alternate fuel classified engine/motor/drive system is <u>available as standard equipment or an OEM option</u> on the Representative Model.</p> <p>N/A = An alternate fuel classified engine/motor/drive system is <u>not available</u> on the Representative Model.</p>
6	Organization Name	<p>The name of the vendor that is submitting a response to this ITB (i.e. the Bidder).</p> <p>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.</p>
7	Base Vehicle Price (\$##,###.00)	<p>The statewide purchase price (i.e. bid) for the specific Representative Model, equipped and configured according to the associated Base Vehicle Specification. The Representative Model 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>bold, blue, and underlined text</u>.</p> <p>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.</p>
8	OEM Options Discount	<p>The <u>minimum</u> statewide discount percentage (i.e. bid) for OEM options associated with the specific Representative Model, 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 Representative Model and <u>not</u> offer an OEM Options Discount, please enter a value of "0%".</p> <p>Prices must be provided as whole percentages with no decimals (e.g. 99%). Ranges (e.g. "20%-25%") are not accepted in this column.</p>
9	Calculated Price	<p>This cell is automatically calculated for each Representative Model in accordance with subsection 2.7 of the ITB (Scope of Work, Basis of Award); the calculation varies depending on the price sheet and Sub-Group. The calculated amount will appear in the Calculated Price column for each Representative Model <u>after</u> the Base Vehicle Price, OEM Options Discount, and Required Aftermarket Option Price (if applicable) are entered in the bright yellow highlighted cells. The Calculated Price is used for scoring purposes only and will not be referenced in the resulting contract or price sheet(s), if awarded.</p> <p>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.</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 Representative Model 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 Identified Aftermarket Option for the specific Representative Model. Specifications are provided via linked documents, which are viewable by clicking on the Identified Aftermarket Option name in <u>bold, blue, and underlined text</u>. If the Bidder chooses <u>not</u> to bid on a Representative Model, do not enter information in these cells. If the Bidder chooses to bid on a Representative Model and <u>not</u> offer an Identified Aftermarket Option(s), do not enter information in these cell(s). Please note that not all price sheets include this column.</p> <p>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.</p>
12	Required Aftermarket Option Price	<p>The statewide purchase price (i.e. bid) for the specific Required Aftermarket Option for the specific Representative Model. Specifications are provided via linked documents, which are viewable by clicking on the Required Aftermarket Option name in <u>bold, blue, and underlined text</u>. If the Bidder chooses <u>not</u> to bid on a Representative Model, do not enter information in these cells. Please note that this column is included on only one price sheet, Attachment D.1 - Police Vehicles - REVISED.</p> <p>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.</p>

ITB No. 02-25100000-G, MOTOR VEHICLES

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

Commodity Code: 25101503 (AUTOMOBILES OR CARS)

Sub-Group¹ 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 ²	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$###,###.00) ⁷	OEM Options Discount (##%) ⁸	Calculated Price ⁹	Estimated Lead Time in Days (###) ¹⁰	Identified Aftermarket Option ¹¹	
										Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape-On, Price (\$#,###)
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)					\$ -			
	Hyundai	19	2020 Ford Fusion 4dr Sdn SE Hybrid FWD (P0L)					\$ -			
		20	2020 Hyundai Elantra SE Auto (48412F45)					\$ -			
	Nissan	21	2020 Hyundai Elantra SEL Auto (484A2F45)					\$ -			
		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)					\$ -			
		30	2020 Toyota Camry Hybrid LE CVT (2559)					\$ -			
Toyota	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. 02-2510000-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 ¹	EPA/ Industry Class ²	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Calculated Price ⁹	Estimated Lead Time in Days (##) ¹⁰	Identified Aftermarket Option ¹¹			
											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 (RUCL53)					\$ -					
		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 Passenger 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)						\$ -					
	Nissan	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)						\$ -					
		50	2020 Nissan NV200 I4 S (66110)						\$ -					
	Ram	51	2020 Nissan NV200 I4 SV (66210)						\$ -					
		52	2020 Ram ProMaster City Cargo Van Tradesman (VMDL51)						\$ -					
			53	2020 Ram ProMaster City Cargo Van Tradesman SLT (VMDH51)					\$ -					

ITB No. 02-2510000-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 ¹	EPA/ Industry Class ²	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Calculated Price ⁹	Estimated Lead Time in Days (##) ¹⁰	Identified Aftermarket Option ¹¹			
											Vent / Rain Shields, Flange Mounted, Price (\$#.#)#	Vent / Rain Shields, Tape-On, Price (\$#.#)#	Receiver / Hitch Package, Price (\$#.#)#	
Sub-Group B: VAN, CARGO	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)						\$ -				
		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)						\$ -					
		Freightliner	62	2020 Freightliner Sprinter 1500 High Roof I4 144" RWD (F1PV4G)						\$ -				
			63	2020 Freightliner Sprinter 1500 Standard Roof I4 144" RWD (F1CA4G)						\$ -				
		Mercedes Benz	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. 02-2510000-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 ¹	EPA/ Industry Class ²	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Calculated Price ⁹	Estimated Lead Time in Days (###) ¹⁰	Identified Aftermarket Option ¹¹				
											Vent / Rain Shields, Flange Mounted, Price (\$#.#)#	Vent / Rain Shields, Tape-On, Price (\$#.#)#	Receiver / Hitch Package, Price (\$#.#)#		
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)						\$ -					
		Ram	141	2020 Nissan NV3500 Cargo HD Standard Roof V8 SV (61810)						\$ -					
			142	2020 Ram ProMaster Cargo Van 3500 Extended High Roof 159" WB (VF3L17)						\$ -					
		Industry Class: One Ton and Above Cargo Van	143	2020 Ram ProMaster Cargo Van 3500 High Roof 159" WB (VF3L16)						\$ -					
			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. 02-2510000-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 ¹	EPA/ Industry Class ²	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Calculated Price ⁹	Estimated Lead Time in Days (###) ¹⁰	Identified Aftermarket Option ¹¹		
											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)						\$ -				
		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. 02-2510000-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 ¹	Manufacturer/ Brand ²	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount ⁸ (##%)	Calculated Price ⁹	Estimated Lead Time in Days ¹⁰ (###)	Identified Aftermarket Option ¹¹																			
										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 (\$#,###)	Undercoating, Sprayed, Price (\$#,###)									
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)					\$ -																					
		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 XL (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 XL (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 XL (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 XL (F4H)						\$ -																				
		Ford		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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 XL (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 Discriminatory Vendor or Convicted Vendor , as defined in sections 7 and 8 of the PUR 1001 or a Suspended Vendor 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 PUR 1001 form as modified by the General Instructions Section in the ITB. (Certifying by signature below)
The Bidder certifies that the Bidder is not on the Scrutinized Companies 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) (Attachment D, D.1 – D.6) (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) 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: www.sunbiz.org . (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	POLICE VEHICLES	25101702	
	Sub-Group A: Police Pursuit Automobile, Marked		Specification
	Sub-Group B: Police Pursuit Automobile, Unmarked		Specification
	Sub-Group C: Police/ Special Service Sport Utility Vehicle, 2WD		Specification
	Sub-Group D: Police/ Special Service Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group E: Police/ Special Service Truck, Under One Ton, 2WD		Specification
	Sub-Group F: Police/ Special Service Truck, Under One Ton, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group G: Police Pursuit Motorcycle, On-Road		Specification
2	AUTOMOBILES OR CARS	25101503	
	Sub-Group A: Automobile		Specification
3	MINIVANS OR VANS	25101505	
	Sub-Group A: Van, Passenger		Specification
	Sub-Group B: Van, Cargo		Specification
	Sub-Group C: Van, Cutaway, 2WD		Specification
4	LIGHT TRUCKS OR SPORT UTILITY VEHICLES	25101507	
	Sub-Group A: Sport Utility Vehicle, 2WD		Specification
	Sub-Group B: Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group C: Truck, Under One Ton, Pickup, 2WD		Specification
	Sub-Group D: Truck, Under One Ton, Pickup, 4WD		Specification
	Sub-Group E: Truck, One Ton, Pickup, 2WD		Specification
	Sub-Group F: Truck, One Ton, Pickup, 4WD		Specification
	Sub-Group G: Truck, One Ton, Chassis-Cab, 2WD		Specification
	Sub-Group H: Truck, One Ton, Chassis-Cab, 4WD		Specification
5	PRODUCT AND MATERIAL TRANSPORT VEHICLES	25101600	
	Sub-Group A: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 2WD		Specification
	Sub-Group B: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 4WD		Specification
6	LOW SPEED OR NEIGHBORHOOD ELECTRIC VEHICLES	25101500	
	Sub-Group A: Low Speed Vehicle (LSV) or Neighborhood Electric Vehicle (NEV)		Specification

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:

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- 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 3rd 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.

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:

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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 (15th) 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.

Assistance with submitting the Transaction Fee Report in VIP is also available from the MFMP Vendor Help Desk by email at 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. 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:

Report	Period Covered	Due Date(s)
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:

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Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
Section 3.12. 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
Section 3.31, sub-section 3.31.1. 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
Section 3.31, sub-section 3.31.2. 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
Section 3.31, sub-section 3.31.3. 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. It is the filing party's responsibility to meet all filing deadlines.

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Section 1 Introduction

1.1 Bid

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing an Invitation to Bid (ITB) to replace the current State Term Contract (STC) for Motor Vehicles, **No. 25100000-18-1**.

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

******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

The terms of the PUR 1000, 10/06, are replaced in their entirety with **Attachment L**, Special Contract Conditions of this solicitation.

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Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two (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

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 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)

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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.

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 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 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.

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_R = 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_R = 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_R = 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:

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

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:

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

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:

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

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	POLICE VEHICLES	25101702	
	Sub-Group A: Police Pursuit Automobile, Marked		Specification
	Sub-Group B: Police Pursuit Automobile, Unmarked		Specification
	Sub-Group C: Police/ Special Service Sport Utility Vehicle, 2WD		Specification
	Sub-Group D: Police/ Special Service Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group E: Police/ Special Service Truck, Under One Ton, 2WD		Specification
	Sub-Group F: Police/ Special Service Truck, Under One Ton, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group G: Police Pursuit Motorcycle, On-Road		Specification
2	AUTOMOBILES OR CARS	25101503	
	Sub-Group A: Automobile		Specification
3	MINIVANS OR VANS	25101505	
	Sub-Group A: Van, Passenger		Specification
	Sub-Group B: Van, Cargo		Specification
	Sub-Group C: Van, Cutaway, 2WD		Specification
4	LIGHT TRUCKS OR SPORT UTILITY VEHICLES	25101507	
	Sub-Group A: Sport Utility Vehicle, 2WD		Specification
	Sub-Group B: Sport Utility Vehicle, 4WD [Including All Wheel Drive ("AWD")]		Specification
	Sub-Group C: Truck, Under One Ton, Pickup, 2WD		Specification
	Sub-Group D: Truck, Under One Ton, Pickup, 4WD		Specification
	Sub-Group E: Truck, One Ton, Pickup, 2WD		Specification
	Sub-Group F: Truck, One Ton, Pickup, 4WD		Specification
	Sub-Group G: Truck, One Ton, Chassis-Cab, 2WD		Specification
	Sub-Group H: Truck, One Ton, Chassis-Cab, 4WD		Specification
5	PRODUCT AND MATERIAL TRANSPORT VEHICLES	25101600	
	Sub-Group A: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 2WD		Specification
	Sub-Group B: Truck, Greater than One Ton & Less than Two Tons, Chassis-Cab, 4WD		Specification
6	LOW SPEED OR NEIGHBORHOOD ELECTRIC VEHICLES	25101500	
	Sub-Group A: Low Speed Vehicle (LSV) or Neighborhood Electric Vehicle (NEV)		Specification

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:

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- 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 3rd 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.

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:

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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 (15th) 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.

Assistance with submitting the Transaction Fee Report in VIP is also available from the MFMP Vendor Help Desk by email at 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. 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:

Report	Period Covered	Due Date(s)
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:

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Contract Requirement	Description	Period Covered	Due Date	Daily Financial Consequences for Non-Performance
Section 3.12. 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
Section 3.31, subsection 3.31.1. 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
Section 3.31, subsection 3.31.2. 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
Section 3.31, subsection 3.31.3. 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

Attachment A	Timeline of Events
Attachment B	Vendor Information Form
Attachment C	Responsible Bidder Review Form
Attachment D	Instructions and Price Sheet(s) (D.1 – D.6)
Attachment E	Certification of Drug-Free Workplace
Attachment F	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